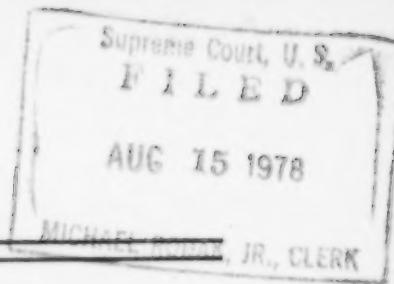


APPENDIX



IN THE
Supreme Court of the United States
OCTOBER TERM, 1977

No. 77-1463

PATRICIA ROBERTS HARRIS, SECRETARY OF THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, ET AL.,
Petitioners

—v.—

SADIE E. COLE, ET AL.

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE DISTRICT OF COLUMBIA CIRCUIT

PETITION FOR A WRIT OF CERTIORARI FILED APRIL 13, 1978
CERTIORARI GRANTED JUNE 19, 1978

IN THE
Supreme Court of the United States
OCTOBER TERM, 1977
No. 77-1463

PATRICIA ROBERTS HARRIS, SECRETARY OF THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, ET AL.,
Petitioners

—v.—

SADIE E. COLE, ET AL.

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT
OF APPEALS FOR THE DISTRICT OF COLUMBIA CIRCUIT

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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

CIVIL DOCKET

| DATE | PROCEEDINGS |
|--------|--|
| 1974 | |
| Dec 23 | Complaint, appearance; Exhibits (2) filed |
| Dec 23 | Summons, Copies (6) and Copies (6) of Complaint issued |
| Dec 23 | APPLICATION of pltfs. for temporary restraining order; P & A's; Exhibit A thru E w/appendix. |
| Dec 23 | MOTION of pltfs. for leave to proceed in forma pauperis; Affidavits (3). |
| Dec 23 | LEAVE to file without prepayment of costs granted. (fiat) Jones, ACJ |
| Dec 23 | MOTION of pltfs. for appointment of Jacqueline Fiddermon as special process server; P & A's. |
| Dec 23 | ORDER appointing Jacqueline Fiddermon as special process server to serve upon all defts. By Clerk |
| Dec 23 | MOTION of pltfs. for preliminary injunction; P & A's. |
| Dec 24 | APPLICATION of pltfs. for TRO heard, denied 12-24-74 at 2:10 P.M. (FIAT) (Rep-T.Dourian) Gesell, J. |
| Dec 24 | AFFIDAVITS of Jacqueline V. Fiddermon, Irma Francis, Beverly Montgomery, Sadie E. Cole, Donald Humphrey with attachment & certificate of service filed. |
| 1975 | |
| Jan 13 | MOTION of deft. Lynn for extension of time to oppose motion of pltfs. for preliminary injunction; P & A's; c/s 1/13/75. Appearance of Robert M. Werdig, Jr., AUSA. |

| DATE | PROCEEDINGS |
|--------|--|
| 1975 | |
| Jan 14 | APPEARANCE of Jeffrey L. Squires as counsel for pltfs.; cd/n |
| Jan 14 | OPPOSITION by pltfs to motion of deft. #1 for an enlargement of time; exh. A & B; c/s 1-14-75. |
| Jan 14 | INTERROGATORIES by pltfs to defts; c/m 1-14-75. |
| Jan 14 | ORDER extending time for U.S. Attorney to oppose motion for preliminary injunction through 1-20-75. (N) Gesell, J. |
| Jan 17 | TRANSCRIPT OF PROCEEDINGS; December 24, 1974; pp. 1-48. (Rep. Tom Dourian) Court's copy |
| Jan 20 | ORDER granting motion of pltf. to proceed in forma pauperis. (N) Gesell, J. |
| Jan 20 | LETTER from counsel for pltfs. re: omittance of attachment to interrogatories filed 1/14/75; Exhibit A. |
| Jan 21 | MOTION of plaintiffs to add party plaintiffs in forma pauperis; affidavits (5); c/m 1/20/75. |
| Jan 21 | MOTION of plaintiffs to add plaintiffs or, in the alternative, for intervention; affidavits (4); c/m 1/20/75. |
| Jan 22 | MEMORANDUM by defts. of Points and authorities in opposition to application by pltfs. for preliminary injunction; Exhibits A, B, C, D, E, F, G, H (2); c/m 1/22/75. |
| Jan 24 | WITHDRAWAL of appearance of Sherwin Kaplan as counsel for plaintiffs. CD/N |
| Jan 24 | MOTION of plaintiffs for class certification; P & A's; c/s 1/24/75. |
| Jan 24 | SUPPLEMENTAL memorandum by plaintiffs in support of motion for preliminary injunction; appendices; affidavits of Carla Cohen w/attachments; second affidavit of Donald F. Humphrey w/exhibits A thru K; Appendix A & B; affidavit of Gloria Thomas w/exhibit; affidavit of |

| DATE | PROCEEDINGS |
|--------|--|
| 1975 | |
| | Cynthia Cole; affidavit of Joyce Rice; affidavit of Grace Gray; affidavit of Edwin G. Callahan w/exhibit A; affidavit of Marilyn Melkonian; affidavit of Louis L. Joseph; Supplemental affidavit of Sadie Cole; c/s 1/24/75. |
| Jan 27 | HEARING on motion for preliminary injunction. (Rep: Watson) Gesell, J. |
| Jan 27 | TEMPORARY restraining order granted, restraining defts. from demolishing buildings and removing tenants. (Rep: Watson) Gesell, J. |
| Jan 28 | TEMPORARY restraining order; No bond required; counsel to submit proposed findings of fact, conclusions of law and a form of order of preliminary injunction by 2-3-75; Issued 11:30 A.M. (N) Gesell, J. |
| Jan 31 | MOTION of pltfs. for civil contempt w/P & A's in support; affidavit of James A. Lee; c/s 1/31/75. |
| Feb 3 | TRANSCRIPT of proceedings of Jan 27, 1975, pp. 1-6. (Rep: Ida Z. Watson) COURT COPY |
| Feb 3 | MOTION of pltfs. for civil contempt heard and dismissed. (Rep: Watson) Gesell, J. |
| Feb 3 | MOTION of pltfs. for civil contempt "dismissed". (fiat) (N) Gesell, J. |
| Feb 5 | ORDER granting motion of pltfs. for a class action; directing all present tenants of Sky Tower Apartments and all former tenants who have moved from apartments since 6-15-73 be certified as a class. (N) Gesell, J. |
| Feb 6 | MOTION of pltfs. for leave to file supplemental material in support of motion for preliminary injunction; Exhibit; c/s 2/6/75. |
| Feb 7 | FINDINGS of fact and conclusions of law. (N) Gesell, J. |

| DATE | PROCEEDINGS |
|--------|---|
| Feb 7 | ORDER granting in part and denying in part motion by pltfs. for preliminary injunction and directing all counsel to appear on 3-3-75 at 9:30 A.M. (N) Gesell, J. |
| Feb 11 | ORDER granting motion of pltfs. to add Annette Raines, Lily Kornegay, Grozelia Stepney, Sarah Blue & Sky Tower Tenants Assoc. as pltfs. & directing that they be permitted to proceed in forma pauperis. (N) Gesell, J. |
| Feb 11 | ORDER granting motion of pltfs. to add Lily P. Kornegay, Grozelia Stepney, Annette Raines, Sarah C. Blue & Sky Tower Tenants Assoc. as party pltfs. (N) Gesell, J. |
| Feb 11 | ORDER granting motion of pltfs. for leave to file supplemental material. (N) Gesell, J. |
| Feb 11 | AFFIDAVIT of Ann M. Meister w/tenant questionnaires (25) filed pursuant to order of 2/11/75. |
| Feb 21 | ANSWERS by defts. to first set of interrogatories; Appendices 1 & 2; c/m 2/21/75. |
| Feb 21 | MOTION of defts. for extension of time to answer, move or otherwise plead to the complaint; Exhibit; c/m 2/21/75. |
| Feb 24 | MOTION by pltfs. for free transcript; P & A's; c/m 2-24-75. |
| Feb 28 | RESPONSE by pltfs. to first weekly report by defts. and motion by pltfs. for further relief; Exhibits A thru J; c/s 2/28/75. |
| Feb 28 | WEEKLY REPORT by defts.; c/m 2/28/75. |
| Mar 3 | STATUS CONFERENCE (Rep: Watson) Gesell, J. |
| Mar 3 | ORDER granting motion of pltfs. for free transcript. (N) Gesell, J. |
| Mar 3 | ORDER extending time for defts. to answer complaint through 3/21/75. (N) Gesell, J. |
| Mar 7 | TRANSCRIPT OF PROCEEDINGS, Jan. 27, 1975, pages 1-59. Court's copy. (Rep: Ida Z. Watson) |

| DATE | PROCEEDINGS |
|--------|---|
| 1975 | |
| Mar 7 | TRANSCRIPT OF PROCEEDINGS, March 3, 1975, pages 1-9. Court's copy. (Rep: Ida Z. Watson) |
| Mar 7 | STATUS CONFERENCE (Rep: Watson) Gesell, J. |
| Mar 13 | WITHDRAWAL by pltfs. of response to first weekly report and motion for further relief w/P & A's; c/s 3/7/75. |
| Mar 13 | TRANSCRIPT OF PROCEEDINGS, Mar. 7, 1975, pages 1-12. Court's copy. (Rep: Ida Z. Watson) |
| Mar 14 | FOURTH Weekly Report by defts.; c/m 3-14-75. |
| Mar 18 | MOTION of pltfs. for free transcript of status hearing of March 7, 1975 w/P & A's; c/m 3/17/75. |
| Mar 21 | MOTION of defts. for extension of time to answer, move or otherwise plead to the complaint; c/m 3/21/75. |
| Mar 24 | FIFTH Weekly Report by defts.; c/m 3/21/75. |
| Mar 28 | SIXTH Weekly Report by defts.; c/m 3-28. |
| Apr 1 | ERRATA by defts. to Memorandum of P & A's to motion to dismiss, etc.; c/m 4/1/75. |
| Apr 1 | MOTION of defts. for partial relief from Court order of Feb. 7, 1975; P & A's; c/m 4/1/75. |
| Apr 1 | MOTION of defts. to dismiss the action or, in the alternative, for summary judgment; Statement of material facts; P & A's; Exhibits I, J, K, L, M; c/m 3/28/75. |
| Apr 2 | ORDER granting motion of defts. for an enlargement of time through 3-28-75 to answer the complaint. (signed 3-27-75) (N) Gesell, J. |
| Apr 7 | SEVENTH Weekly Report by defts.; c/m 4/7/75. |
| Apr 7 | NOTICE of appeal by defts. from order of Feb. 7, 1975. Copy mailed to Florence Roisman. No fee-U.S. Govt. |

| DATE | PROCEEDINGS |
|--------|--|
| 1975 | |
| Apr 11 | MOTION by pltffs' for extension of time and points and authorities in support; c/m 4-10-75. |
| Apr 11 | EIGHTH Weekly Report by defts.; c/m 4-11-75. |
| Apr 14 | ORDER granting motion of pltfs for extension of time 4/23/75. Gesell, J. (N) |
| Apr 18 | MOTION of pltfs. for extension of time to oppose defts. motion for partial relief; c/m 4/16/75. |
| Apr 21 | NINTH Weekly Report by defts.; c/m 4/18/75. |
| Apr 23 | COUNTER STATEMENT by pltfs. of material facts in dispute; c/m 4/23/75. |
| Apr 23 | OPPOSITION by pltfs. to motion by defts. to dismiss or, in the alternative for summary judgment; c/m 4/23/75. |
| Apr 28 | TENTH Weekly Report by defts.; c/m 4/25/75. |
| Apr 25 | ORDER granting motion of pltfs. for extension of time through 5-9-75 to oppose motion of defts. for partial relief. (N) Gesell, J. |
| May 2 | ELEVENTH Weekly Report by defts.; c/m 5/2/75. |
| May 9 | TWELFTH Weekly Report by defts.; c/m 5/9/75. |
| May 9 | MEMORANDUM by pltfs. in opposition to motion by defts. for partial relief from Court's order of Feb. 7, 1975; Exhibits A thru J; c/s 5/9/75. |
| May 14 | REPLY by defts. to opposition by pltfs. to motion by defts. for summary judgment; Affidavit of Harry W. Staller w/Exhibits 1 & 2; c/s 5/14/75. |
| May 15 | MOTION of defts. for extension of time for transmission of record on appeal to and including July 7, 1975; c/m 5/15/75. |
| May 16 | MOTION of pltfs. for supplementary order; memorandum; affidavits (3); attachment (1); Appendix A; c/s 5-16-75. |

| DATE | PROCEEDINGS |
|--------|---|
| 1975 | |
| May 16 | ORDER granting motion of defts. an extension of time for transmittion of the record to the Court of Appeals through 7-7-75. Gesell, J. |
| May 15 | MOTION of government to dismiss & motion of government for partial relief heard & taken under advise-ment. (Rep: Watson) Gesell, J. |
| May 20 | THIRTEENTH Weekly Report by defts.; c/m 5/16/75. |
| May 21 | MEMORANDUM and order directing deft. HUD to submit within ten days a detailed plan for achieving full compliance with the Court's order within 30 days; denying motion of defts. to dismiss and the motion for partial stay of the preliminary injunction. (N) Gesell, J. |
| May 23 | FOURTEENTH Weekly Report by defts.; c/m 5/23/75. |
| May 23 | MOTION of pltfs. for partial summary judgment; Exhibits A, B, C; Statement; c/s 5/23/75. |
| May 23 | MOTION of defts. for stay pending appeal; P & A's; denied, (flat) (N) Gesell, J. |
| May 23 | NOTICE of appeal by defts. from order of May 21, 1975. Copy mailed to Florence Wagman Roisman. No fee- U.S. Govt. |
| May 28 | MEMORANDUM by pltfs. of points and authorities in opposition to motion for stay pending appeal; c/m 5/27/75. |
| May 28 | REQUEST by defts. to file plans for rehabilitation of Sky Tower Apts.; Plans attached. |
| May 30 | RECORD on appeal delivered to U.S.C.A.; receipt acknowledged. (U.S.C.A. No. 75-1543 from appeal of 5/23/75) |
| May 30 | FIFTEENTH Weekly Report by defts.; c/m 5/30/75. |

| DATE | PROCEEDINGS |
|---------|--|
| 1975 | |
| June 6 | SIXTEENTH Weekly Report by defts.; c/m 6-6-75. |
| June 9 | ORDER to show cause returnable 6-25-75 at 3:00 P.M. (N) Gesell, J. Werdig ser: 6/10/75; Crawford & Cameron ser: 6/12/75; Staller & Belcher ser: 6/11/75. |
| June 13 | SEVENTEENTH Weekly Report by defts.; c/m 6/13/75. |
| June 20 | CERTIFIED copy of USCA order denying motions by appellants for stay pending appeal and for expedited appeal. |
| June 23 | MEMORANDUM by pltfs. in support of Court's order to show cause dated June 9, 1975; Exhibits A & B; c/s 6/23/75. |
| June 24 | WEEKLY report by defts.; c/m 6/24/75. |
| June 25 | AFFIDAVIT of Harry W. Staller w/attachments (6); c/s 6/25/75. |
| June 25 | SUPPLEMENTAL Affidavit of Edward J. Steptoe, Jr.; c/s 6-25-75. |
| June 25 | TRANSCRIPT of Proceedings of May 15, 1975; pages 1 thru 50; Rep. Ida Z. Watson; Court Copy. |
| June 25 | HEARING on Order to Show Cause, no action taken. (Rep: Watson) Gesell, J. |
| July 1 | MOTION of defts. to set time for filing response to motion of pltfs. for partial summary judgment and to complaint; P & A's; c/m 7-1-75. |
| July 1 | REQUEST by deft. to file weekly report; attachment. |
| July 3 | SUPPLEMENTARY motion of Pltff for a free transcript; P & A; c/m 7-2-75 |
| July 3 | TRANSCRIPT of proceedings of June 25, 1975; pages 1-84 Rep: Ida Watson COURT COPY. |
| July 9 | REQUEST by deft. to file weekly report; attachment. |

| DATE | PROCEEDINGS |
|---------|---|
| 1975 | |
| July 9 | AFFIDAVIT of Edward J. Steptoe; c/s 7-9-75. |
| July 2 | ORDER granting motion of defts. to set time for filing response to motion of pltfs. for partial summary judgment and to answer complaint through 7-18-75. (N) Gesell, J. |
| Jul. 11 | SECOND set of interrogatories by pltfs; c/m 7-10-75. |
| July 9 | STATUS CALL. (Rep: I. Watson) Gesell, J. |
| July 14 | TRANSCRIPT of proceedings of July 9, 1975, pp. 1-61 (Rep: Ida Z. Watson) COURT COPY. |
| July 15 | REQUEST by deft. to file weekly report; attachment. |
| July 14 | JOINT statement to Court for procedures to effectuate prompt compliance with the orders of the Court. Approved without relieving any person from responsibility for carrying out the Orders recited in D1. (N) Gesell, J. |
| July 18 | MOTION of defts. for partial summary judgment; Statement; P & A's; c/s & c/m 7/18/75. |
| July 18 | RESPONSE by defts. to statement of material facts by pltfs.; Exhibit; Affidavit of Harry W. Staller w/Exhibits I, II, III; c/s & c/m 7/18/75. |
| Jul 21 | ANSWER by defendants to the complaint; c/m 7-18-75. |
| Jul 21 | CALENDARED CD/N 7-21-75. |
| Jul 21 | MOTION of the District of Columbia for leave to participate as Amicus Curiae; P & A's; c/m 7-21-75. APPEARANCE of Morris Kletzkin, Asst. Corp. Counsel, D.C. (District Bldg. Washington, D.C. 20004) |
| Jul 22 | WEEKLY report by defendants; c/s. |
| Jul 24 | MOTION of defts. for joinder of The District of Columbia as a party deft. and Opposition to motion of the District of Columbia for leave to participate as amicus curiae; P & A's; c/s & c/m 7-24-75. |

| DATE | PROCEEDINGS |
|---------|---|
| 1975 | |
| Jul 24 | REQUEST by defts. for hearing and for shortening time to respond to motion for joinder; c/s & c/m 7-24-75. |
| Jul 24 | MOTION of pltfs. to add Mayor-Commissioner Walter Washington and The District of Columbia Government as defts. and to amend complaint; Exhibit; c/m 7-23-75. |
| July 28 | RESPONSE of defts. to pltf's. motion to add mayor-commissioner Walter Washington and the District of Columbia Government as defts. and to amend the complaint; c/m 7-28. |
| July 28 | STATUS Report of government defts. as to proposed consent remand order; attachment; c/m 7-28. |
| July 28 | SUPPLEMENTAL Memorandum of P's & A's in support of motion of the District of Columbia for leave to participate as amicus curiae; c/m 7-28. |
| July 28 | RESPONSE of pltffs. to motion by District of Columbia government for leave to participate as amicus curiae; c/m 7-28. |
| July 29 | MOTION of pltfs. to add Mayor-Commissioner Walter Washington and the District of Columbia as defts. and to amend the complaint heard and denied; Motion of District of Columbia for leave to participate amicus curiae heard and granted; Motion of defts. for joinder of the District of Columbia as a party deft. withdrawn without prejudice. Rep. J. Blair GESELL, J. |
| July 30 | WEEKLY Report by defts.; c/m 7-30-75. |
| July 30 | MEMORANDUM by pltfs. in opposition to motion by defts. for partial summary judgment and in further support of motion by pltfs. for partial summary judgment; Third affidavit of Donald F. Humphrey w/Exhibits A, B, C; c/s 7-30-75. |
| July 31 | JOINT submission by parties of question of the dog for resolution by the Court; c/m 7-31-75. |

| DATE | PROCEEDINGS |
|---------|---|
| 1975 | |
| July 31 | MOTION of pltfs. for partial summary judgment argued; Granted in part and denied in part; Motion of deft. to defer the answering of interrogatories heard and granted. Rep. J. Blair GESELL, J. |
| Aug 7 | OPPOSITION by defts. to proposed order and findings and conclusion of pltffs.; c/m 8-7-75. |
| Aug 13 | STIPULATION for extension of time to 9-15-75 for defts to file motion to stay discovery and pltf. to have to 9-22-75 to file opposition, approved. (N) JONES, J. |
| Aug 22 | TRANSCRIPT OF PROCEEDINGS, July 29, 1975; pages 1-40; Courts copy; Rep: J. Blair. |
| Aug 26 | TRANSCRIPT OF PROCEEDINGS, July 31, 1975; courts copy; Rep: J. Blair |
| Aug 29 | STATEMENT by defts accompanying proposed remand order; c/m 8-29-75. |
| Sept 2 | MEMORANDUM by pltffs in support of proposed consent remand order; c/s 9-2-75. |
| Sept 4 | MEMORANDUM by deft in opposition to proposed order of pltff in support of proposed order of defts; c/s 9-4-75. |
| Sept 4 | CERTIFICATE of service by pltffs in support of proposed consent remand order and memorandum in support thereof; c/m 9-3-75. |
| Sept 05 | REQUEST by defts. to file attached report; c/m 9-5-75. |
| Sept 05 | STATEMENT of Amicus Curiae, District of Columbia, on proposed remand order; c/m 9-5-75. |
| Sept 10 | HEARING on proposed order and findings and conclusions of pltff: deft to present order. |
| | HEARING re consent remand order; Order to be filed. (Rep: Watson) GESELL, J. |

| DATE | PROCEEDINGS |
|----------|---|
| 1975 | |
| Sept 12 | MOTION of defts for protective order staying discovery; P&A's; c/m 9-12-75 |
| Sept 12 | ORDER granting declaratory relief for pltfs. (N). Gesell, J. |
| Sept 15 | REMAND Order remanding cause to the Secretary of HUD for reconsideration; setting forth directives to all parties; directing HUD to file with the Court by 2-20-76 its redetermination accompanied by its Administrative record and an appropriate motion for final disposition of the litigation; directing that the preliminary injunction, as clarified, shall remain in effect pending conclusion of the proceedings and subject to further order of the Court. (N). Gesell, J. |
| Sept 23 | ORDER denying motion of pltfs for a free transcript. (N). Gesell, J. |
| Sept. 26 | MOTION of pltff for extension of time to answer or respond to defts motion for a protective order; c/m 9-25-75. |
| Sept 26 | OPPOSITION by pltff to defts motion for a protective order staying discovery; c/m 9-25-75. |
| Sept. 30 | CERTIFIED copy Order USCA dated 9-29-75 granting motion to dismiss appeal as moot. |
| Sept 30 | ORDER granting motion of pltfs. for an extension of time to respond to a protective order staying discovery; extending time thru 9-26-75. (N) Gesell, J. |
| Oct 8 | TRANSCRIPT OF PROCEEDINGS, September 10, 1975; pages 1-30; courts copy; Rep: I. Watson. |
| Oct 8 | TRANSMITTAL sheet from USCA returning three volumes of original record from the District Court with reporter's transcripts (5 vols.) and one envelope of exhibits. |

SKY TOWER APARTMENTS
1016 Wahler Place, S.E., Apt. 204
Washington, D.C. 20032

September 27, 1974

Ms. Beverly Montgomery
1034 Wahler Place, S.E. #103
Washington, D.C. 20032

Dear Ms. Montgomery:

The Department of Housing and Urban Development has decided to raze the Skytower Apartments Project. Effective October 1, 1974, you have thirty (30) days to vacate your apartment.

We recognize the inconvenience caused by this action; thus, HUD is authorizing up to \$300.00 towards moving expenses for those tenants who qualify.

Some of you may qualify for the purchase of HUD owned properties. If you are interested, please write to:

Department of Housing and Urban Development
Washington, D.C. Area Office
Property Disposition Branch
1875 Connecticut Avenue, N.W.
Washington, D.C. 20009

If you need additional information, contact Urban Management Services at 735-5590 or the HUD area office at 382-7075.

/s/ Glenn L. French
GLENN L. FRENCH
Property Manager

DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT
Washington, D.C. 20413

[SEAL]

Office of the Assistant Secretary
for Housing Management

In Reply Refer To:

Mr. Sherwin Kaplan
Attorney at Law
Neighborhood Legal Services Program
635 F Street, N.W.
Washington, D.C. 20004

Dear Mr. Kaplan:

I am replying to your letter of October 22, 1974, concerning a stay in the removal of tenants from Skytower Apartments, Washington, D.C.

Please be advised that I have requested the Director of the D.C. Area Office to promptly serve each tenant with a written notice stating that they will not be forced to vacate the rental unit they occupy until February 1, 1975. It would not be prudent or reasonable for the Department to locate and serve a similar notice upon former tenants advising that the apartment previously occupied by them is available for continued occupancy.

Invitations extended to former tenants to move back to Skytower Apartments would serve to be disruptive to both the tenant, his family and the Department's plans for the project. These tenants moved upon being duly served with a notice. In effect they were merely complying with HUD's request and the law. In with the total plan to proceed with the program for this project is my personal resolve that a strong and orderly effort would be made to relocate the tenants and that no one would be put on the street without a place to live. Those tenants who have vacated their units obviously found other living accommodations or they would not have

moved. Most assuredly they were not put out on the street.

I hope this information will be helpful in letting the tenants know that the Department has been and is co-operating in this matter to its fullest extent.

Sincerely,

/s/ [Illegible]
H. R. Crawford
Assistant Secretary

DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT
Washington, D.C. 20413

[SEAL]

Nov. 22, 1974

Office of the Assistant Secretary
for Housing Management

In Reply Refer To:

Mr. Sherwin Kaplan
Attorney at Law
Neighborhood Legal Services
635 F Street, N.W.
Washington, D.C. 20004

Dear Mr. Kaplan:

I wish to reconfirm that I have directed the Director of the D.C. Area Office to promptly serve all tenants with a written notice stating that they will not be forced to vacate the rental unit they occupy until February 1, 1975. However, I feel that all necessary preparations must be developed regarding the programming of the removal of those tenants who are reluctant to vacate or because of rental delinquencies are not voluntarily seeking other housing. Allowances will not be made for those tenants who are delinquent in their rent.

I hope this additional information will be helpful in clarifying the Department's position regarding the relocation of tenants at Skytower Apartments.

Sincerely,

/s/ H. R. Crawford
H. R. CRAWFORD
Assistant Secretary

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

Civil Action No. 74-1872

SADIE E. COLE, ET AL., PLAINTIFFS

v.

JAMES T. LYNN, ET AL., DEFENDANTS

AFFIDAVIT

District of Columbia, ss:

I, Irma Francis, being first duly sworn, do depose and say:

1. I formerly lived at 1051 Whaler Place, S.E. Washington D.C., Apartment 301, with my three children and paid \$77 a month for a three bedroom rental unit. I have lived at 1393 Congress Street, S.E., Apartment 201 since I left Sky Tower Apartments on October 11, 1974. My current rent is \$165 a month for a three bedroom apartment. I work in the food service department at The Brookings Institute and my total income is \$4,800 a year.

2. I got a notice on October 1, 1974, telling me that I had to move by November 1. I had heard rumors but had not known for sure what was going to happen. That was the first official notice I got from anybody, and it was the only notice I ever received about moving.

3. I called the rental office; they told me that if I needed assistance they had a list of 15 or 16 apartments that were available. I called each one on the list and was told there were no vacancies. I had to take eight days off from my job without pay to look for apartments. That is \$22 for each day I miss work. I spent a lot of money on cab fare going to these apartments that they advertise only to get there and find that they have no vacancies or that they won't take a woman and three children. Many places require that you have an income of at least \$8,000 just to qualify to apply for a

unit. Finally, I found one apartment that would accept children, but they asked for a \$300 down-payment and \$200 as a security deposit and I did not have this much money to put down.

4. I went to a tenants' meeting at Sky Tower early in October, and heard from other women that we had gotten an extension of time before we had to leave, but I really didn't have any idea what to believe and whether or not to stay. I wanted to stay if I could because the rent at Sky Tower was so low.

5. Even though people told me that we wouldn't have to move until January, I couldn't really rest at ease. I have children; I wanted to get settled and I did feel that they are going to tear this place down soon, no matter what they told us. I had mixed emotions about staying because I would have liked to support the tenants, and because of the rent, but I could not take the risk with my children. It's a shame to tear down Sky Tower because I lived in a fairly good apartment and feel that all the apartments could be renovated and would be good places to live. I don't know any other places that come with things like air-conditioning and disposals, for \$77.00 a month.

6. On about October 11, I talked to a man from HUD, Mr. Belcher, who told me about an available apartment at Congress Park. He asked me if I could afford \$165.00. I asked him if there were any places renting for less money, because with my income it would be very hard for me to support my family with a rent increase of \$88.00 a month. That is more than twice what I paid at Sky Tower. He said there was nothing else available, so I took the apartment.

7. Aside from my days off at work, without pay, I had moving expenses. The rental office told me that I would get \$300.00 back to pay for the moving expenses, as long as my rent at Sky Tower was paid up, which it was. I have not gotten any money or heard anything about it since I moved.

8. Some friends of mine who lived at Sky Tower were promised three-bedroom apartments for certain rents by Mr. Belcher, and when they were ready to move that

they would get larger ones or the same size apartments for more rent than they could afford.

9. This affidavit has been read and explained to me by a person working with the lawyer who is filing this lawsuit for the tenants. I understand that my affidavit will be used to support us in getting the government to stop the demolition, to finish the renovation, and for any tenant who has left Sky Tower, to pay relocation money; and generally to make sure that the government helps us get decent places to live, if not at Sky Tower, then elsewhere.

/s/ Irma Francis
IRMA FRANCIS

SUBSCRIBED AND SWORN TO before me this 24th day of December, 1974.

/s/ [Illegible] Notary Public

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

Civil Action No. 74-1872

SADIE E. COLE, ET AL., PLAINTIFFS

v.

JAMES T. LYNN, ET AL., DEFENDANTS

AFFIDAVIT OF BEVERLY MONTGOMERY

District of Columbia, ss:

1. I Beverly Montgomery, being duly sworn, do depose and say: I live at 1034 Wahler Place S.E., apartment 103, with my two children. My monthly income is \$228.80 from public assistance, and the rent for my two bedroom apartment is \$134.00 (BM)
2. On about October 11, 1974, I received a letter from the management telling me that I had thirty days to leave because HUD was going to tear down the buildings.
3. I spoke to the National Capital Housing Authority who told me that if I was put on their waiting list, it would be a very long time until I could get an apartment. They gave me a list of about forty realtors, and I have spent every day for almost three months calling them, and calling people who put advertisements in the newspaper. Many people won't rent to anyone on public assistance, or to a woman alone, with two children. I have taken a lot of time to look at some apartments, but they have been in such bad condition that nobody would want to live there. A lot of the realtors I called are asking for rents that are completely beyond my ability to pay.
4. My apartment is in very bad condition now because the management will not fix it when I ask. I have asked the janitor to come fix my heat, and my window locks. He said that he would not repair anything because the dwellings were being torn down and so it doesn't matter

anymore. My bedroom has no heat, and because of the broken locks someone broke in here a few weeks ago. The ceiling fell out in the bathroom in September, and I can't get anyone to fix it. The air conditioner has not worked properly, and some tiles are loose on the living room and kitchen floors. In the apartment across from me they have ripped out all the appliances since the crew came to work here. The door is open, and children play in that mess.

5. Even though I got a letter in November telling me I could stay until the end of January, I could not believe it because of what the janitor said, and especially because they have already started to tear down the buildings, and removing things from the apartments. I have been in a terrible state of mind since this whole thing started happening. It seems like they are forcing us out more each day.
6. There are bricks, broken glass and plumbing fixtures all over the sidewalks and street. I can sometimes hear the wreckers from inside my apartment.
7. I am frightened because I have nowhere to go, and they keep tearing more buildings down around me.
8. This affidavit has been read and explained to me by a person working with the lawyers who are filing this lawsuit for the tenants. I understand that this affidavit will be used to support us in getting the government to stop the demolition, finish the renovation, and for anyone who has left, to pay relocation money, and generally to make sure that the government helps us get decent places to live, if not at Sky Tower, then elsewhere.

/s/ Beverly Montgomery
BEVERLY MONTGOMERY

SUBSCRIBED AND SWORN TO before me this 24th
day of December, 1974.

/s/ Louise B. Shelton
Notary Public

My Commission Expires June —, 1977

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

Civil Action No. 74-1872

SADIE E. COLE, ET AL., PLAINTIFFS

v.

JAMES T. LYNN, ET AL., DEFENDANTS

AFFIDAVIT OF SADIE E. COLE

District of Columbia, ss:

1. I, Sadie E. Cole, being duly sworn, do depose and say:
I live at 1034 Wahler Place, S.E. Apartment 101, with my two children. My sole source of income is \$228.28 from public assistance. My rent is \$84.00 a month for a two bedroom apartment. I have lived at Sky Tower since 1969, and in a renovated unit since late 1970 or early 1971.
2. I received a notice on about October 1, telling me that I had to leave in thirty days so that HUD could tear down the buildings. I have been calling real estate firms and so many of them will not rent to someone with children, or to anyone on public assistance, or else the rents are just too high, and a one bedroom apartment would be too small. I don't know where to move or what to do to find a place.
3. Because of the condition of my apartment I have been holding back on my rent. My air conditioner has not been working, I had so much water in my bedroom from the problem that it ruined two mattresses. There is also a hole in the bedroom wall which has never been fixed.
4. A short time ago there was a fire in another building, because someone turned on the gas and left it on. There are break-ins because of all the empty apartments without any security. Drunks wander in and out of the buildings. I have seen a guard, but

he is only there to look after the materials that the crew leaves lying around the streets. Since they started to tear down the buildings, I have become really afraid. The noise is terrible and the place is a mess.

5. A woman hand-delivered a letter to me awhile ago. I don't know who she was, but she told me that the marshal probably would come in the middle of January to force me out if I hadn't left by then. The letter said I had until January 31 to stay, but the woman told me something different and I don't know what to believe or do. I know that I will be forced to leave, and I have nowhere to go.
6. This affidavit has been read and explained to me by a person working with the lawyers who are filing this lawsuit for the tenants. I understand that this affidavit will be used to support us in getting the government to stop the demolition, finish the renovation, and for anyone who has left, to pay relocation money, and generally to make sure that the government helps us get decent places to live, if not at Sky Tower, then elsewhere.

/s/ Sadie E. Cole
SADIE E. COLE

SUBSCRIBED AND SWORN TO before me this 24th day of December, 1974.

/s/ Louise B. Shelton
Notary Public

My Commission Expires June —, 1977

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

Civil Action No. 74-1872

SADIE E. COLE, ET AL., PLAINTIFFS

v.

JAMES T. LYNN, ET AL., DEFENDANTS

SUPPLEMENTAL AFFIDAVIT OF SADIE E. COLE
I, Sadie Cole, being duly sworn, do depose and say:

I currently live at 1034 Wahler Place, S.E. Apartment 101, but have finally been able to find another apartment to move into. Although I have applied for public housing because I am being relocated, and was told they would help me get into National Capital Housing they have given me no help, and have not offered me an apartment.

Instead my sister-in-law has helped me find and make application for a 2 bedroom apartment at Parkland, 3424 21 Street, S.E., which will cost me \$156.00. This apartment has no air conditioning, unlike the ones at Skytower which had it. Also I have to put down \$100 security deposit which I don't have now, but can pay when I move in after February 1. Additionally I have to pay moving expenses, and rent a truck to take my things none of which the city is reimbursing or helping me with.

The worst problem is that this new apartment costs me twice what my old one at Skytower did, it is \$156. a month instead of \$84. My only income is \$228 monthly

from Public Assistance, so after paying rent, I have only \$72. a month to support myself and two children.

/s/ Sadie Cole
SADIE COLE

SUBSCRIBED AND SWORN TO before me this 17 day
of January 1975

/s/ Louise B. Shelton
Notary Public

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

Civil Action No. 74-1872

SADIE E. COLE, ET AL., PLAINTIFFS

v.

JAMES T. LYNN, ET AL., DEFENDANTS

AFFIDAVIT OF GROZELIA STEPNEY

I, Grozelia Stepney, being duly sworn, do depose and say:

I live at 3420 22nd Street, S.E., Apt. 102. Prior to October 10, 1974, I lived at 1070 Wahler Place, Apt. 302, with my five children in a two-bedroom apartment, at a rent of \$105.00. I am currently paying \$188.81 for a 3-bedroom apartment.

I received a notice-to-quit on October 1, 1974. It said that I had to leave by November 1, because the buildings were going to be torn down. When I first received the notice, I immediately started to look for another apartment because I did not want to get caught with the buildings being knocked down and no place for my children and me to go.

It was a great hardship for me to find an apartment that had sufficient space for my family's needs at a rent I could afford. Being the sole supporter, my income only would allow me to rent a 3-bedroom apartment. I was forced to take time off from work, use my lunch hour to go look at apartments, and make many telephone calls from the office. When I went to look at places, I was often told that they would not rent to a single woman, without her husband signing the lease.

The apartment I found costs me \$188.81, but I also had to put down one month's security deposit for the same amount. I had to borrow that money from a friend, plus \$75 to pay for a U-Haul-It. There were other expenses, for example the telephone charge to transfer my service, gas expenses, things like that. Those expenses came to over \$25 or \$30.

I had already moved by the time people started saying that we could stay until January 1. I would not have left if I was certain that I wouldn't be out with nowhere to go on January 1. There is a vast difference between \$188.81 and \$105.00.

I believe that I am entitled to relief and redress from the federal courts and desire, because of my poverty, to file this suit *in forma pauperis* under the provision of 28 U.S.C. § 1915. Although I am currently employed by the United Planning Organization and my income is \$7,583, I cannot pay the costs and fees of this lawsuit or give security therefor and also provide for the necessities of life for my family and myself.

This affidavit has been read and explained to me by a person who works with the lawyer who is filing this suit for the tenants. I understand that the affidavit will be used to support the claims for an order that the government complete the rehabilitation of Sky Tower, and for relocation money and benefits for people who have moved.

/s/ Grozelia F. Stepney
GROZELIA STEPNEY

SUBSCRIBED AND SWORN TO before me this 17th day of January 1975.

/s/ Louise B. Shelton
Notary Public

My commission expires June 30, 1977

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

Civil Action No. 74-1872

SADIE E. COLE, ET AL., PLAINTIFFS

v.

JAMES T. LYNN, ET AL., DEFENDANTS

AFFIDAVIT OF SARAH BLUE

I, Sarah Blue, being duly sworn, do depose and say:

I live at 1374 Savannah Street, S.E., Apt. 301. Prior to December 16, 1974, I lived at 1051 Whaler Place, S.E., Apt. 302, with my one child in a four-bedroom apartment, at a rent of \$98 per month. I am currently paying \$185 per month for a four-bedroom apartment. Although I do not need this large an apartment, this is the only one in Congress Park that was available to me.

I received a notice-to-quit on October 1, 1974, stating that I had to move by November 1, 1974 because the buildings were going to be demolished. I was worried about the buildings coming down, so I began right away to look for a place to live.

Although the government promised us money and assistance to move, we did not receive either. One man did help me get this apartment in Congress Park. It is close by and somewhat similar to the one I had before. The main problem is that I cannot afford the \$185 monthly rent, since my income is only \$192 per month from Welfare and about \$15 a month from babysitting. Out of a total income of \$207 monthly, I have to pay \$185 rent.

I believe that I am entitled to relief and redress from the federal courts and desire, because of my poverty, to file this suit *in forma pauperis* under the provision of 28 U.S.C. § 1915. I cannot pay the costs and fees of this lawsuit or give security therefor and also provide for the necessities of life for my child and myself.

This affidavit has been read and explained to me by a person who works with the lawyer who is filing this suit for the tenants. I understand that the affidavit will be used to support the claims for an order that the government complete the rehabilitation of Sky Tower and for relocation money and benefits for people who have moved.

/s/ Sarah C. Blue
SARAH BLUE

SUBSCRIBED AND SWORN TO before me this 17th day of January 1975.

/s/ Louise B. Shelton
Notary Public

My commission expires June 30, 1977

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

Civil Action No. 74-1872

SADIE E. COLE, ET AL., PLAINTIFFS

v.

JAMES T. LYNN, ET AL., DEFENDANTS

AFFIDAVIT OF LILY P. KORNEGAY

District of Columbia, ss:

1. I, Lily P. Kornegay, being duly sworn, do depose and say: I live at 1070 Wahler Place S.E. Apt. 104, with my three children. My rent for a two bedroom apartment is \$105.00 and my monthly income from work and a welfare subsidy is \$679.00.
2. I am the president of the Sky Towers Tenants Association, which is a group of tenants of Sky Tower who are still living here and who have been forced to move by HUD when it decided to tear down the buildings.
3. We received notices that we had to move by November 1, and the tenants were worried that they would have no place to go. Most of all, we all wanted to stay because of the very low rents we were being charged here, and because if they would have kept up the maintenance, these apartments would be good places to live.
4. The Tenants Association held about five or six meetings between October first and the time that they started to tear down the buildings. At each meeting, we had more than half of the tenants there, I would say, and even when people left Sky Tower, a lot of them came back to the meetings because they were living in places that they couldn't afford and where the conditions were really terrible. They came to those meetings to find out whether they could possibly come back and whether anyone would give them relocation money to help pay for the higher rents.

5. Our Tenants Association had been active before this whole problem started, but once we got the notices to leave, I, and other tenants, tried to get the government and the management to reconsider their decision. We spoke to Mr. Belcher at HUD about it, and about at least getting money for people who were moving. We sent a telegram to the City Council, and to Congressman Fauntroy. We spoke to Doug Moore, who was then a candidate for City Council and is now a member of it. He came to tenants meetings. Even now that many of the families have left Sky Tower, I still talk to some of them, and they ask about relocation money. They have told me that some of the places that Mr. Belcher from HUD has found to move to are so bad that they want to move out. There are apartments on W St. where people I have spoken to are afraid for their children; there is dope in the halls, drunks lying around, and the condition of the apartments is terrible. Other families I speak to that are living in Congress Park, and Coral Hills, which is in Maryland, just cannot afford the higher rents much longer and don't know what to do.

6. As for me, I have one child with a hole in his heart, and another with asthma. Both go to Children's Hospital now. Mr. Belcher told me that the only place I might be able to move to is Coral Hills, but since that is in Maryland, I would lose all my welfare benefits, my case-worker told me. That is something I cannot afford to do. About three weeks before Christmas, I asked Mr. Belcher about moving into housing owned by the Redevelopment Land Agency. He said he would check on that and get back in touch with me. He never did. So I called him about Christmas time and he didn't remember, didn't know what I was talking about.

7. The wrecking here is awful. There are no fences to protect children from the bricks and glass. Appliances, tubs and things are lying all around the area. In the vacant buildings, the apartment doors are open, and I am afraid for my children because of the strange people wandering around. In my building, in the empty apartments, men have gone through removing things from them.

8. I know of several families still here that are in bad trouble. Mrs. Lofton upstairs was promised a place by Mr. Belcher and never got one. She has a deaf child who must go to school nearby and so they cannot move out of the neighborhood. There are many situations like this at Sky Tower.

9. I have been looking on my own for a place, but have had no luck at all. I do not know what to do now.

10. This affidavit has been read and explained to me by a person working with the lawyers who are filing this lawsuit for the tenants. I understand that this affidavit will be used to support us in getting the government to stop the demolition, finish the renovation, and for anyone who has left, to pay relocation money, and generally to make sure that the government helps get decent places to live, if not at Sky Tower, then elsewhere.

/s/ Lily P. Kornegay
LILY P. KORNEGAY

District of Columbia)
) ss
Washington, D.C.)

SUBSCRIBED AND SWORN TO before me this 19 day
of Jan. 1975.

/s/ [Illegible]
Notary Public

My Commission Expires Oct. 14, 1978

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

Civil Action No. 74-1872

SADIE E. COLE, ET AL., PLAINTIFFS

v.

JAMES T. LYNN, ET AL., DEFENDANTS

AFFIDAVIT OF ANNENETTE RAINES

District of Columbia, ss:

1. I, Annette Raines, being duly sworn, do depose and say: I live at 1051 Whaler Place S.E. Apt. # 102, with my five children. My gross monthly income is \$520.00 from part-time employment at the United States Patent Office. The rent for my four bedroom apartment is \$98.00 per month.
2. Since I received notice that I would be forced to leave Sky Tower, I have been constantly looking for a place to go. I have been searching for months and can not find a suitable apartment. Most places don't want children, and there is nothing available that is larger than two bedrooms, and certainly nothing that I can afford. I have been forced to miss work without pay to look. With the demolition going on at Sky Tower, I am getting desperate. It frightens my children; there has been a lot of vandalism.
3. On about the first of December, a man came into my apartment with a list and told me that he was here to take out my refrigerator. Of course, I would not let him take it, but men have been removing everything from the vacant apartments in my building, ripping out bathtubs, appliances, things like that. I never know what is going to happen to me and my family next.
4. I liked living at Sky Tower before all of this trouble started and we were told to move. There were things wrong with my apartment that the management would not fix, but there is nowhere else I know of that I can

live in a four bedroom apartment, with air-conditioning, new floors, cabinets, things of that sort, for \$98.00 a month.

5. These were good apartments. I still do not know why they are tearing them down, except that the same thing happened at Highpoint-Barnaby, and I hear people say that they are going to put up houses that cost 40,000 dollars over there.

6. This affidavit has been read and explained to me by a person working with the lawyers who are filing this lawsuit for the tenants. I understand that this affidavit will be used to support us in getting the government to stop the demolition, finish the renovation, and for anyone who has left, to pay relocation money, and generally to make sure that the government helps us get decent places to live, if not at Sky Tower, then elsewhere.

/s/ Annette Raines
ANNETTE RAINES

District of Columbia)
) ss:
Washington, D.C.)

SUBSCRIBED AND SWORN TO before me this 19th
day of January, 1975.

/s/ [Illegible]
Notary Public

My Commission Expires Oct. 14, 1979

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

Civil Action No. 74-1872

SADIE E. COLE, ET AL., PLAINTIFFS

v.

JAMES T. LYNN, ET AL., DEFENDANTS

AFFIDAVIT OF GLORIA THOMAS

District of Columbia, ss:

I, Gloria Thomas, being duly sworn, do depose and say:

1. I work for United Planning Organization, 2737½ Martin Luther King Avenue, S.E., a community service organization, which has been funded by the Office of Economic Opportunity, and whose function is to provide services and assistance to residents of the Congress Heights area in the District of Columbia, which includes the Sky Tower Apartment complex. I live at 3427 Fifth Street, S.E., Apt. # 6. I have worked for UPO for six years and have had much contact with the tenants of Sky Tower, both before HUD took over the property and since that time, up to and including the present.

2. I have attended tenants' meetings and helped notify Sky Tower tenants of those meetings; I have had contact with Urban Management Services, Inc., when tenants' heat was off, or when they needed other maintenance.

3. Since the tenants first received notice from HUD that they must leave by November 1, I have spent a great deal of time working with those tenants in their efforts to get HUD to reconsider its position; for those tenants who were afraid to stay at Sky Tower because demolition was imminent, I have repeatedly attempted to get financial and other assistance for their moves. I remain in contact with many of those families who have left, both through personal contact and through my co-workers at UPO.

4. I have personally talked to almost every tenant who currently lives at Sky Tower Apartments and have compiled a list of those families, a copy of which is attached to this affidavit. Most of those families have repeatedly tried to get HUD to find relocation housing for them, and HUD has not done so. These are people who are in desperate living and financial situations.

5. Many of the former tenants that my co-workers and I have been talking to are now living in apartments that are in bad condition and where the rents are often twice what they were at Sky Tower Apartments.

6. From working with tenants who must be relocated, I know how difficult it is to find housing for low-income families, particularly those with large families.

/s/ Gloria J. Thomas
GLORIA THOMAS

SUBSCRIBED AND SWORN TO before me this 21st
day of January 1975.

/s/ Louise B. Shelton
Notary Public
My commission expires
June 30, 1977

January 17, 1975

TENANTS STILL IN SKY TOWER APARTMENTS

| NAME | ADDRESS | PHONE | |
|--------------------|------------------------|----------|------------|
| T. & E. Hicks | 1022 Wahler Place #301 | 562-1553 | (N.C.H.A.) |
| Gloria A. Halsey | 1028 Wahler Place #103 | 561-1606 | |
| Jean Proctor | 1028 Wahler Place #201 | None | (N.C.H.A.) |
| Catherine Scott | 1028 Wahler Place #204 | " " | (N.C.H.A.) |
| Rose Lofton | 1028 Wahler Place #301 | 561-1884 | |
| Sadie Cole | 1034 Wahler Place #101 | 561-2732 | |
| Beverly Montgomery | 1034 Wahler Place #103 | None | |
| Orlander Bell | 1040 Wahler Place #103 | " " | |
| Lucinda Cannon | 1040 Wahler Place #204 | 562-9013 | |
| Annette Rains | 1051 Wahler Place #101 | 562-5647 | |
| H. & W. Bryant | 1051 Wahler Place #202 | None | |
| H. & C. Gadson | 1057 Wahler Place #101 | 561-7019 | |
| Goldie Wiggins | 1057 Wahler Place #102 | None | |
| Della Morris | 1064 Wahle. Place #302 | " " | |
| Shirley Johnson | 1064 Wahler Place #303 | " " | (N.C.H.A.) |
| Armeather Jenkins | 1064 Wahler Place #304 | 562-1869 | |
| Lillie Kornegay | 1070 Wahler Place #104 | 562-3582 | |
| A. & D. Strong | 1070 Wahler Place #204 | None | |
| M. & F. Brown | 1070 Wahler Place #304 | 562-7347 | |
| L. & M. Whitney | 1075 Wahler Place #201 | None | |
| C. & A. Jackson | 1075 Wahler Place #202 | " " | |

21 families still in Sky Tower. 30 families from Sky Tower have moved into the Congress Park Apartments. Other families have moved into other parts of the city, (Maryland and Virginia).

** No tenants rent is being subsidized.

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

Civil Action No. 74-1872

SADIE E. COLE, ET AL., PLAINTIFFS

v.

JAMES T. LYNN, ET AL., DEFENDANTS

AFFIDAVIT

District of Columbia, ss:

I, Cynthia Cole, being first duly sworn, do depose and say:

1. I formerly lived at 1034 Wahler Place, S.E. Washington, D.C., Apartment 301, with my five children and paid \$98 per month for a three bedroom unit. I received a rent supplement at Sky Tower Apartments. I have lived at 1397 Congress Street, S.E., Apartment 202 since I left Sky Tower Apartments on November 11, 1974. My current rent is \$165 a month for a three bedroom apartment, and I am not now receiving rent supplement monies. My only source of income is public assistance of \$402 per month.

2. I received a notice on October 1, 1974 telling me that I had to move within thirty days.

3. I began looking for another apartment as soon as I received the thirty day notice. During the entire month of October I looked for another apartment, making bus trips to realty offices and calling people having ads in the newspapers. When I took the bus to look for apartments I had to take my four month old baby with me; my other children were in school during the day. Other people who were moving out of Sky Tower Apartments told me that they were able to find apartments at Congress Park, so I called the management people there. No person from the management or HUD contacted me first.

4. I would have liked to stay at the Sky Tower Apartments because my only income is public assistance and it is difficult to pay any more than the rent I was paying at Sky Tower.

5. My moving expenses, besides bus fares when I was looking for another apartment, included the rental of a truck for moving my things: the truck cost \$75. I did not receive any moving money; I was told that I was ineligible.

6. This affidavit has been read and explained to me by a person working with the lawyer who is filing this lawsuit for the tenants. I understand my affidavit will be used to support us in getting the government to stop demolition, to finish the renovation, and, for any tenant who has left Sky Tower, to pay relocation money; and generally to make sure that the government helps us get decent places to live.

/s/ Cynthia Cole
CYNTHIA COLE

SUBSCRIBED AND SWORN TO before me this 22nd day of January 1975.

/s/ Louise B. Shelton
Notary Public

My commission expires June 30, 1977

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

Civil Action No. 74-1872

SADIE E. COLE, ET AL., PLAINTIFFS

v.

JAMES T. LYNN, ET AL., DEFENDANTS

AFFIDAVIT

District of Columbia, ss:

I, Joyce Rice, being first duly sworn, do depose and say:

1. I was formerly a resident of Sky Tower Apartments. I move to Congress Park Apartments, 1389 Congress Street, S.E. Washington, D.C., Apartment 201 before Thanksgiving.

2. At Sky Tower, I had a six bedroom apartment for a rent of \$184 a month. Now, I only have four bedrooms and pay \$185 a month rent. Beside my husband and myself, our five children live with us. Our income is about \$500 a month. My husband has a job at Ste. Elizabeth's.

3. When we heard that we must move, we looked for a house to move into, but everything was much too expensive. We had always paid our rent, and H.U.D. directed us to our present apartment. Although we moved before Thanksgiving, it was after Christmas before we received \$300 for moving expenses. The cost of moving for us included \$100 for a truck.

4. The apartment we had at Sky Tower was very nice. We liked it up there. If Sky Tower were put back in the shape it was in when we had to move, we would indeed move back. We prefer the greater space we had at Sky Tower, six bedrooms instead of four bedrooms for the seven of us, and the low rent charged.

5. This affidavit has been read and explained to me by a person working with the lawyer who is filing this

lawsuit for the tenants. I understand that my affidavit will be used to support the past and present tenants is getting the government to stop the demolition, to finish the renovation, to pay relocation money to those who have moved and will be moving; and generally to make sure that the government helps us all to get decent places to live, if not at Sky Tower, then elsewhere.

/s/ Joyce Rice
JOYCE RICE

SUBSCRIBED AND SWORN TO before me this 22nd day of January 1975.

/s/ Louise B. Shelton
Notary Public

My commission expires June 30, 1977

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

Civil Action No. 74-1872

SADIE E. COLE, ET AL., PLAINTIFFS

v.

JAMES T. LYNN, ET AL., DEFENDANTS

AFFIDAVIT

District of Columbia, ss:

I, Grace Gray, being first duly sworn, do depose and say:

1. I formerly lived at 1075 Wahler Place, S.E. Washington, D.C., Apartment 302, in a four bedroom apartment and paid \$127 a month. I had a rent supplement. I have lived at 1389 Congress Street, S.E., Apartment 301 since I left Sky Tower Apartments on November 11, 1974. Presently I pay \$185 a month for a four bedroom apartment. I am on public assistance and get \$593 a month for myself and my seven children.

2. When I got my notice that they were going to tear down Sky Tower, I started to look for a new place to live. It was very hard to find a place for all of us. I hadn't paid my rent in October and November because I was saving up money to move to a new apartment. I contacted Mr. Belson, from H.U.D. I think, for help. He said that there were some places in Congress Park Apartments which were being saved for people who were being moved out of Sky Tower, but only those who had paid all the rent. I used the money I had saved up, and filled out a paper saying that my rent was current and that I left the apartment in good condition. Mr. Belcher, from H.U.D. I think, then gave me the name of Ms. Green who runs Congress Park, and I moved in. I don't get any rent supplement now.

3. It cost me lots of money for moving. I hired a U-Haul for about \$40 and paid the back-rent money of

\$229. I got \$300 for moving expenses on January 3, 1975.

4. I like it here but Sky Tower was also very nice. Sky Tower was a lot less money for rent. I would move back to Sky Tower in a minute if they would stop tearing down the buildings.

5. I went to a tenant meeting at H.U.D. when this all just began. Mr. Belcher and Mr. Ken Long, from H.U.D. I think, were there. We tried to get them to reconsider the plan to tear down the buildings. We wanted them to finish the project and not to evict the people who live there.

6. This affidavit has been read and explained to me by a person working with the lawyer who is filing this lawsuit for the tenants. I understand that my affidavit will be used to support us in getting the government to stop the demolition, to finish the renovation, and for any tenant who has left Sky Tower, to pay relocation money; and generally to make sure that the government helps us get decent places to live, if not at Sky Tower, then elsewhere.

/s/ Grace Gray
GRACE GRAY

SUBSCRIBED AND SWORN TO before me this 23rd day of January 1975.

/s/ Ruth L. VonKenbard
Notary Public

My Commission expires July 1, 1978

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

Civil Action No. 74-1872

SADIE E. COLE, ET AL., PLAINTIFFS

v.

JAMES T. LYNN, ET AL., DEFENDANTS

SECOND AFFIDAVIT OF
DONALD F. HUMPHREY

District of Columbia, ss:

I, Donald F. Humphrey, being duly sworn do depose and say:

5. In my considered judgment, and in the judgment of the entire Board of Directors of HDC, the Sky Tower complex was uniquely appropriate for rehabilitation.

The decision to propose a modification of the number and type of units comprising the Sky Tower complex, in addition to rehabilitation, was made in response to the fact that the most urgent low-income housing need within the District was, and continues to be, for apartment units capable of housing large families: The Housing Development Corporation is committed to providing housing for low-income families within the District. In the considered judgment of the HDC Board of Directors, based upon the experience of HDC in District of Columbia housing, the need for low-income, large family apartments within the District was, in 1968, and continues to be, dramatically greater than the need for small family units. This need was particularly great in the Southeast section of the District. Because of the arrangement of the smaller units within the Sky Tower buildings and the nature of the infrastructure, HDC concluded that the conversion of smaller units into large family apartments could be achieved with relative ease.

6. On the basis of the foregoing considerations, HDC determined to propose to HUD that HDC act as non-profit sponsor for the complete rehabilitation of the Sky

Tower complex, together with its restructuring to accommodate large families, under the Section 236 program of the National Housing Act, as amended, with a rent supplement contract (attached as Exhibit A to this Affidavit).

The Considerations Which Prompted HUD to Accept the HDC Proposal

7. Following HDC's submission to HUD of an initial feasibility-stage proposal for the rehabilitation of the Sky Tower complex, I participated with HUD and FHA architects and appraisers in two of three inspections of the Sky Tower property in order to determine the precise condition of the project and its needs for rehabilitation. Among the inspecting group, there was general agreement that Sky Tower could be readily rehabilitated. There was also complete concurrence among those participating in this lengthy investigation of the Sky Tower complex that the proposed increase in the number of large family units was desirable. The agreement as to this aspect of the proposed rehabilitation is reflected in the very first recommendation contained in the December 17, 1968 memo from R. B. Glennon to Mr. Ralph Cooper (attached as Exhibit B to this Affidavit). This memo also contains 37 specific recommendations as to the precise rehabilitative work necessary and sufficient to restore Sky Tower. All who participated in the examination of the property concurred in these recommendations.

8. The concurrence of HUD in the proposed restructuring of Sky Tower to include larger apartment units was further indicated in a letter to HDC from Albert Miller, Director of the HUD Area Office, dated September 19, 1969.

Anacostia No. One, Inc. ("ANO") was formed on April 27, 1970, by HDC for the express purpose of acting as the sponsor for the rehabilitation of the Sky Tower Apartments. HDC maintained control of Anacostia No. One's Board of Directors, with the intent of turning control of the Board over to a community group upon completion of the rehabilitation.

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

Civil Action No. 74-1872

SADIE E. COLE, ET AL., PLAINTIFFS

v.

JAMES T. LYNN, ET AL., DEFENDANTS

AFFIDAVIT OF ANN M. MEISTER

I, Ann M. Meister, being duly sworn, do depose and say:

I am currently a second-year student at Antioch School of Law working under the supervision of Florence Roisman, Esquire. In an attempt to discern the feelings of former tenants about returning to Sky Tower, I prepared the attached questionnaire. I contacted 20 tenants who have moved to Congress Park Apartments. Out of the 20, six signed the questionnaire, indicating their willingness to return.

There were several common areas of concern in relation to the facilities at Sky Tower:

1. increased security;
2. improved maintenance;
3. provision of recreational facilities for the children; and
4. arrangements for termination of yearly leases without charge at Congress Park should they move prior to expiration of the lease.

These factors, along with the great inconvenience of moving again and fear that Sky Tower would eventually be torn down, were frequently cited by other former tenants as the reasons for wishing to remain at Congress Park.

In addition to the questionnaires obtained from former residents who currently live at Congress Park, I contacted some former tenants who have moved to even less favorable housing conditions. As a result of phone conversations, I filled out questionnaires indicating their responses.* These questionnaires are also attached.

Also, I have knowledge of several other former tenants who have indicated their willingness to return to Sky Tower, namely:

1. Rose Mae Harkless
1122 Kennebeck Street, Maryland
(formerly at 1057 Wahler Place, S.E. #201)
2. Collis Greeke
2657 Stanton Road #210
(formerly at 1070 Wahler Place, S.E. #103)
3. Mary Davis
1397 Congress Street, S.E. #101
(formerly of 1057 Wahler Place, S.E. #101
and before that at Highpoint-Barnaby)

Ms. Greeke, who was living in an apartment in an unrehabilitated building, was forced to move when her child contracted meningitis, which was diagnosed as resulting from the conditions of the unrehabilitated living quarters at Wahler Place.

Aside from contacting former tenants, I spoke with most of the tenants who still remain at Sky Tower Apartments. All of the present tenants contacted, without exception, wished to remain (questionnaires attached, and I have spoken to others by telephone).

Within the last few days, I have received telephone inquiries from several people who were not former tenants

* The small number of former tenants contacted who do not live in Congress Park is due to the difficulty of ascertaining their whereabouts except by word of mouth.

but who need a place to live and are interested in moving into Sky Tower Apartments.

/s/ Ann M. Meister
ANN M. MEISTER

SUBSCRIBED AND SWORN TO before me this 6th day of February 1975.

/s/ [Illegible]
Notary Public

My Commission Expires Aug. 14, 1979

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

Civil Action No. 74-1872

SADIE E. COLE, ET AL., PLAINTIFFS

v.

JAMES T. LYNN, ET AL., DEFENDANTS

AFFIDAVIT OF
LAWRENCE JOSEPH DONOVAN, JR.

I, Lawrence Joseph Donovan, Jr., being duly sworn, do depose and say:

I am a law student at Antioch School of Law assisting Counsel for the Plaintiffs. Between January 29 and February 6, 1975 I contacted, by telephone, the management of numerous federally-assisted housing projects in the Washington area (all but three in southeast Washington). I talked with thirteen managers or agents, who handled a total of seventeen different developments. The majority of the managers indicated that they did not maintain a waiting list and only accepted applications when there was a vacancy. One agent in this group maintaining no waiting list indicated that they received approximately ten unsolicited calls per day from people seeking apartments having two or more bedrooms.

Two of the managers indicated that they had vacancies at the time, and each had numerous applicants for the vacant apartments.

Mr. Charles Whitted, manager of the Linda Pollin Memorial Apartments, indicated that he maintained a waiting list, with a two month wait for two bedroom apartments and at least an eight month wait for the three and four bedroom apartments. The average length of occupancy for the three and four bedroom apartments was six years.

The manager for Sursum Corda Apartments, Mrs. Thomas, said that they had a waiting list of about 1000

families, including names of some people who had originally applied at the beginning of the project in 1969.

The list of apartments contacted includes:

Sayles Place Homes
Valley Wind
Trenton Terrace Apartments
Langston Lane Apartments
Stoneridge Apartments
Parkway Overlook
Brentwood Village
Foster House Apartments
Anacostia Gardens
Park Southern Apartments
Linda Pollin Memorial Apartments
Parkchester Housing Co-op
Hartford Park Apartments
Sursum Corda

DISTRICT OF COLUMBIA)
) S.S.:
WASHINGTON, D.C.)

/s/ Lawrence Joseph Donovan, Jr.
LAWRENCE JOSEPH DONOVAN, JR.

SUBSCRIBED AND SWORN TO before me this 6th
day of February 1975.

/s/ [Illegible]
Notary Public

My Commission Expires Oct. 14, 1979

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

Civil Action No. 74-1872

SADIE E. COLE, ET AL., PLAINTIFFS

v.

JAMES T. LYNN, ET AL., DEFENDANTS

AFFIDAVIT OF HARRY W. STALLER

I, Harry W. Staller, on oath state that I am the Director for the Area Office of the Department of Housing and Urban Development, Washington, D.C., and that I am acquainted with the decision made to demolish and raze the HUD-owned project known as Skytower Apartments, located at Wahler Place, S.E., Washington, D.C., and that to the best of my knowledge and belief:

1. The Secretary acquired the project by Trustee's Deed on June 15, 1973.
2. During the period commencing approximately August 28, 1973, the Director of Housing Management, the Chief, Property Operations Branch (CPO), and other members of my staff engaged in protracted and detailed studies to determine what course of action with respect to Skytower would best discharge the Secretary's duty within the contemplation of 12 USC 1713(1), which authorizes activity with respect to Secretary-acquired housing for the protection of the mortgage insurance fund.
 - a. The studies sought to determine whether or not the existing unit composition which produced a high density environment, could be financially successful and provide decent housing and a suitable living environment for large families of low and moderate income, as was originally intended.
 - b. Initially, it became apparent from these studies that the high density problem was compounded by the proximity of the buildings to each other, leaving virtually no area that could be useful for recrea-

tion. (Our scaled map indicates the proximity to be from 20' to 30').

3. Under my general direction, these extensive studies were continued to determine the best use of the project in an "as is" condition, and under a variety of alternative proposals consistent with the area. The proposals offered included consideration of the statutory and regulatory parameters of Section 236 of the National Housing Act, as amended.

4. Five alternate proposals were settled upon as being within the parameters of Section 207(1), of the National Housing Act, as amended. Four of these proposals were determined to be not viable, and the fifth, which was to demolish the project, and return the land to a use consistent with the proposed zoning of the area by the District of Columbia, was chosen.

5. Upon due deliberation and examination of the facts gathered, and analyzed by this office, I found a sound, reasonable and rational basis for demolishing the project, and disposing of the vacant land by public offering.

a. This decision, in my view, provided the most economical, feasible and environmentally sound means of providing the area with low density, low income housing that meets with the city's objectives in its master plan (Washington's Far Southeast '70).

b. Departmental studies concluded that the cost of rehabilitation under the alternative plans we had considered would be excessive, and would be non-productive as an effort to make this excessively blighted area a safe and decent place for low income families.

c. In my view, the four other alternatives suggested for disposing of the project could not outweigh the proper interest of the Secretary in placing the property in a condition which afforded the most reasonable expectation of accomplishing the goal of providing the residents of the area with a decent environment and safe living conditions, which dictated the removal of this ill-conceived project. Each of the four other alternatives entailed reten-

tion of all or part of the improvements in rehabilitated condition, but the area's prevailing vandalism, the soaring crime rate, its juvenile delinquency, the high project density, and the area's propensity toward large matriarchal families with an escalating school population were factors likely to cover the project to revert to its presently uninhabitable state.

6. In reaching my decision, it was determined that each eligible tenant be paid the costs of out of pocket moving expenses, with eligible tenants to be given the last month rent free in order to have sufficient monies to pay security deposits for rental at new locations.

/s/ Harry W. Staller
HARRY W. STALLER

Subscribed and sworn to before me this 20th day of March, 1975.

/s/ Vivian D. McCrimmon
VIVIAN D. MCCRIMMON
Notary Public
for the District of Columbia
City of Washington

My Commission Expires Jan. 31, 1976

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

Civil Action No. 74-1872

SADIE E. COLE, ET AL., PLAINTIFFS

v.

JAMES T. LYNN, ET AL., DEFENDANTS

AFFIDAVIT

District of Columbia, ss:

I, Mary A. Cole, being first duly sworn, do depose and say:

1. I formerly lived at 1034 Wahler Place, S.E., Washington, D.C., Apartment 102, in a four bedroom apartment with two bathrooms and paid \$48.00 a month, I lived there with my son, daughter and grandson. This was National Capitol Housing.

2. In October of 1974, someone from National Capitol Housing called me and told me that I would have to move out. They found me the place that we are living now and moved us at their expense. Presently I live with my daughter, son and grandson at 740 Atlantic Street, S.E. in an apartment with three bedrooms and one bath. The rent here is \$38.00 a month, which is less than at Sky Tower, but I think that this is because my son turned 18 and is no longer getting Social Security and so our rent went down. This is also National Capitol Housing.

3. I really hate it where we are living now. Lots of things are wrong. Four windows on the ground floor don't work right; three don't open at all. There are no screens on any of the windows. I have asked the management for screens, but they tell me that they won't be put in until June. There are lots of roaches. National Capitol Housing sent an exterminator in November, but that didn't help. This is a very bad neighborhood. There are many robberies and the woman next door was murdered in her apartment. Now, the building next door is boarded

up because of her murder. Several other buildings on this street are also boarded. Behind my apartment, there is some sort of courtyard, with a concrete structure which I think is supposed to be a sandbox but it is full of trash and glass. The police are always around here because something or other has happened.

4. Living where I am now, I am also generally farther away from essential services than I was before. At Sky Tower, there was a washing machine in the building. Here there is none, and I have to wash clothes by hand. Also, at Sky Tower, the Giant Food Store was only one block away, and here I have to walk about one mile to the food store, up and down hills, which is bad for my health. The clothing stores are even farther away, in Eastover Shopping Center in Maryland.

5. I loved it at Sky Tower. My daughters each had apartments in the same building and now we are separated. The apartment was great. If anything was wrong, it was fixed right away. I really need three bedrooms with the number of people in my family, but I want to move back so much that I would take a two bedroom at Sky Tower if that was all that I could get.

6. This affidavit has been read and explained to me by a person working with the lawyer who is filing this lawsuit for the tenants. I understand that my affidavit will be used to support us in getting the government to stop the demolition, to finish the renovation, and for any tenant who has left Sky Tower, to pay relocation money; and generally to make sure that the government helps us to get decent places to live, if not at Sky Tower, then elsewhere.

/s/ Mary A. Cole
MARY A. COLE

SUBSCRIBED AND SWORN TO before this 5th day of May 1975.

/s/ Louise B. Shelton
Notary Public
My commission expires
June 30, 1977

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

Civil Action No. 74-1872

SADIE E. COLE, ET AL., PLAINTIFFS

v.

JAMES T. LYNN, ET AL., DEFENDANTS

AFFIDAVIT

District of Columbia, ss:

I, Sadie E. Cole, being first duly sworn, do depose and say:

1. I formerly lived at 1034 Wahier Place, S.E., Washington, D. C., Apartment 101, in a two bedroom apartment and paid \$84 a month. I had a rent supplement. I had been living at Sky Tower since 1969 and moved to my present apartment in December, 1974. Presently, I live at 3424 21st Street, S.E., Washington, D. C., Apartment 201 and pay \$165 for a two bedroom apartment. I am on public assistance and receive \$243 a month for myself and my two children.

2. My present apartment is much smaller than the one I had at Sky Tower. I have much less cabinet space, a smaller refrigerator and stove. At Sky Tower I had a good size dining room, but now I can barely fit in a table in my dining space.

3. Living at Sky Tower was extremely convenient for me since my mother and sister each had apartments there. I also had many friends living at Sky Tower. Since I have moved it has been difficult for me to see both my friends and family.

4. In my present apartment I have no lock on the mailbox. As a result, I have to go to the post office every day to get my mail, which costs 80¢ per day in bus fare. This also causes delay in receiving my mail. As a result of not receiving my public assistance check promptly, I have not been able to pay my rent on time and therefore have

been charged with a \$10 late fee for the months of April and May.

5. In addition, I have no screens on my windows. When I asked to have them fixed, I was told to buy the screens and do it myself, which I cannot afford to do.

6. I have constantly complained to the management about the broken mailbox and the fact that there are no screens on the windows, but nothing has been done. I have withheld my rent for the months of April and May in order to get something done. I have the full amount of rent for these months, but I do not want to pay the rent until my mailbox and screens are fixed. These problems cause me great hardship because of the expense involved.

7. I very much want to move back to Sky Tower as soon as possible. I liked living there and cannot afford to pay \$165 in rent a month, plus a late charge of \$10, and 80¢ a day to pick up my mail, with a public assistance check of \$243 a month.

8. I have called Mr. Belcher at HUD a few times in the month of April and twice since the beginning of May, about trying to move back to Sky Tower, but at present he cannot say when I will be able to move back. I desperately need to move back to Sky Tower because it was a nice place to live plus offered a rent that I could afford.

9. This affidavit has been read and explained to me by a person working with the lawyer who is filing this lawsuit for the tenants. I understand that my affidavit will be used to support us in getting the government to stop the demolition, to finish the renovation, and for any tenant who has left Sky Tower, to pay relocation money; and generally to make sure that the government helps us get decent places to live, if not at Sky Tower, then elsewhere.

/s/ Sadie E. Cole
SADIE E. COLE

SUBSCRIBED AND SWORN TO before this 5th day of
May 1975.

/s/ Louise B. Shelton
Notary Public
My commission expires
June 30, 1977

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

Civil Action No. 74-1872

SADIE E. COLE, ET AL., PLAINTIFFS

v.

JAMES T. LYNN, ET AL., DEFENDANTS

AFFIDAVIT

District of Columbia, ss:

I, Dolores Jordan, being first duly sworn, do depose and say:

1. I live at 3849 - 9th Street S.E. in a three bedroom apartment which I sublease from National Capital Housing Authority for \$36. per month plus about \$54. monthly for utilities. Before moving here I lived at 1022 Wahler Pl. S.E., Apt. 202, in a four bedroom apartment. I subleased that apartment from N.C.H.A. for \$130. per month including utilities. While I was living at Sky Tower my rent was based on my husband's salary which was approximately \$650. per month. My husband and I have separated and my total income for myself and my five children is now \$220. each month.

2. I am very unhappy with our current living situation, and I want very much to return to Sky Tower. Our present apartment is much smaller than the one on Wahler Pl. My four daughters, ages 14, 13, 11, 10, must share one bedroom. There is hardly enough space for the two single beds and two chests which they must share. They have only one small closet. At Wahler Pl. only two of the girls had to share a room and each girl had her own bed and closet. My son's room is also much smaller than it was at Sky Tower. When we moved, I had to give away a complete bedroom suit—two beds, a chest of drawers, a dresser, a nightstand, a chair, and two lamps—because there just wasn't enough room.

The stove and freezer are much smaller than the ones on Wahler Pl. and we have a serious problem with mice and roaches that we did not have at Sky Tower.

I lived at Sky Tower for eight years before we had to move and there was a strong sense of community in the buildings there that I don't feel here. The people in 1022 Wahler Pl. were concerned about each other and would watch-out for one another's children. There were also more activities for the children at Sky Tower which everyone worked together to organize.

3. This affidavit has been read and explained to me by a person working with the lawyer who is filing this law-suit for the tenants. I understand that my affidavit will be used to support us in getting the government to stop the demolition, to finish the renovation, to pay relocation money for any tenant who has left Sky Tower, and generally to make sure that the government helps us get decent places to live, if not at Sky Tower, then elsewhere.

/s/ Ms. Dolores Jordan
DOLORES JORDAN

SUBSCRIBED AND SWORN TO BEFORE ME THIS
8th day of May 1975.

/s/ Louise B. Shelton
Notary Public
My commission expires
June 30, 1977

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

Civil Action No. 74-1872

SADIE E. COLE, ET AL., PLAINTIFFS

v.

JAMES T. LYNN, ET AL., DEFENDANTS

AFFIDAVIT

District of Columbia, ss:

I, Jean Fisher, being first duly sworn, do depose and say:

1. I formerly lived at 1028 Wahler Place, S.E., Washington, D.C., Apartment 203, in a two bedroom apartment and paid \$84.00 a month. I had a rent supplement. I have lived at 4374 7th Street, S.E., Washington, D.C., Apartment 302 since I left Sky Tower in December 1974. Presently I pay \$189.50 a month for a two bedroom apartment. I get no rent supplement. I am on public assistance and get \$243.00 a month for myself and my two children. This is my only income.

2. I want very much to move back to Sky Tower, but I have heard nothing from HUD since I moved out last December. I do not know how to go about getting back.

3. When I got my notice that they were going to tear down Sky Tower, I started to look for a new place to live. No one gave me any help. It was very hard to find a place and I had to settle for one that I couldn't afford. Public Assistance paid for moving costs, but I had to put down \$189.50 security deposit out of my own money.

4. Due to the high rent here, I have fallen behind in my payments. I now owe for April and May 1975. I went to court on April 30th and the judge gave me until May 5th to pay \$202.00 dollars, consisting of the April rent, a \$10.00 late fee and court costs, I think. He gave me until May 31st to pay May's rent, another \$189.50. On May 5th, I only had \$145.00. I didn't go down to the

rental office, since I was afraid that they would demand the whole amount. Now I am afraid that I will be evicted any day since I was told that if I didn't comply with the judge's order, they didn't have to send me another notice, but could have me out immediately. Even if I could pay all the money that I owe now by May 31st, I don't know how I could pay the June rent, which I would have to pay by June 10th.

5. Conditions here are bad too. There is always something wrong. Water pressure is bad and leaks are common. There are mice. It is hard to get the management to do anything when things are wrong. The apartment certainly is not worth the high rent.

6. I am also farther away from services here. At Sky Tower there was a washing machine in the building. Here I have to go out to a laundromat, seven or eight blocks away. The food, drug and clothing stores are also seven or eight blocks away. I usually walk down and hope to get a ride home. At Sky Tower, the food store was a block away.

7. The most urgent reason that I need to get back to Sky Tower is financial. I can not afford to pay more than \$84.00 a month, and I can not find another place to live that is that inexpensive. Now I am afraid that my family will soon be on the street if we can not move back to Sky Tower.

8. This affidavit has been read and explained to me by a person working with the lawyer who is filing this law-suit for the tenants. I understand that my affidavit will be used to support us in getting the government to stop the demolition, to finish the renovation, and for any tenant who has left Sky Tower, to pay relocation money; and generally to make sure that the government help us get decent places to live, if not at Sky Tower, then elsewhere.

/s/ Jean Fisher
JEAN FISHER

SUBSCRIBED AND SWORN TO before this 8th day of
May 1975.

/s/ David J. Haggarty
Notary Public
My commission expires
[Illegible]

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

Civil Action No. 74-1872

SADIE E. COLE, ET AL., PLAINTIFFS

v.

JAMES T. LYNN, ET AL., DEFENDANTS

AFFIDAVIT OF HARRY W. STALLER

Harry W. Staller, first being duly sworn, deposes and says:

1. This affidavit is submitted for purposes of supplementing my first affidavit dated March 27, 1975, and relating the further consideration that I have given to alternative disposition proposals for the Skytower Apartments project.

2. During the spring of 1974, members of the Area Office staff evaluated alternative disposition proposals for the Skytower Apartments which included a reduction in density of the units and the utilization of a range of subsidy assistance plans pursuant to the Section 236 and the rent supplement programs. These alternatives were judged to be economically unfeasible and environmentally and sociologically unacceptable.

3. As described in my previous affidavit, other alternatives to demolition were also studied, but were finally rejected for similar reasons. The decision to demolish existing housing is a painful one, given the state of the housing stock in the District of Columbia, and the decision in this case was made only after careful review of the needs of the community and the tenants, and of the Department's obligation under the National Housing Act to act in the interests of the insurance funds in disposing of HUD acquired properties.

4. My office has continued to investigate possible alternatives to demolition of the remaining units at Skytower. There is no indication from any source that any prospective sponsor or developer would accept conveyance

of the property as is, even were HUD to give the property away. Discussions with representatives of the District of Columbia indicate that they would accept conveyance on the condition that HUD totally rehabilitates the units and provides adequate subsidies to pay for operating expenses. A similar offer from Mr. Donald Humphrey, Acting President of the Housing Development Corporation, has been communicated to us through plaintiffs' attorney. That offer is embodied in letters dated January 31, 1975, and February 24, 1975, which are attached hereto and incorporated herein as Exhibits I and II. Mr. Humphrey, apparently aware of the tenuous possibilities for success of this project, imposes rather stiff conditions upon acceptance of HUD's gift. The quality of rehabilitation "must" meet high standards, the "billy goat walk" from Valley Green Apartments "must" be removed, an on-site human resource development program "must be provided, an on-site combination day care medical facility "shall" be supported, a construction training grant "shall" be implemented, and landscaped pocket parks "will" be designed and maintenance funds provided.

5. Nevertheless, my office has calculated the cost of a limited option involving rehabilitation of the existing units and the provision of an operating subsidy assuming no debt service requirements. These figures do not include expenditures for social services and physical amenities which Mr. Humphrey found to be necessary for successful operation of the project. They also do not include an allowance for the expenses caused by excess vandalism.

The cost of rehabilitation of the two non-rehabilitated buildings and the upgrading of code standards of the eight already rehabilitated buildings (77 units) would be \$535,000.00. The cost of upgrading the eight previously rehabilitated buildings (63 units) to code standards and demolition of the two non-rehabilitated buildings would be \$139,000. The operating expenses per annum including security, salaries, taxes, electricity and fuel, water, administration and miscellaneous expenses (e.g. trash, extermination) totals \$173,635.00 for the

ten building project and \$147,065.00 for the eight building project.

The income which the project would generate is difficult to calculate because present rents may not reflect what plaintiffs are able to pay. However, assuming that they pay rents at the highest level of the range currently charged, i.e., \$134.00 for a two bedroom, \$165.00 for a three bedroom, \$184.00 for a four bedroom, \$140.00 for a five bedroom and \$200.00 for a six bedroom apartment, the effective gross income (at 93% occupancy) would be \$119,170 for the ten building project and \$97,566 for an eight building project.

The estimated annual operating subsidy would therefore be \$54,465 for the ten building project and \$49,499 for the eight building project. This subsidy would not cover any expenses required for additional services or maintenance expenses required for recreational facilities described by Mr. Humphrey, repairs required because of excess vandalism, or other unexpected problems or expenses.

6. It also has been suggested that on similar terms, ownership of the project be conveyed at no cost to a cooperative owned by the tenants. This variation would be impractical. My experience with the cooperative form of ownership indicates that even in projects with moderate and upper income owners, the problems of management are extremely difficult and complex, particularly in the absence of a pool of emergency capital. The difficulties of operating Skytowers as a cooperative would be insurmountable for low income tenants.

7. Questions of legal authority and availability of funds aside, this option or any variation defeats the objective of reducing densities and encouraging homeownership opportunities in that area of Anacostia. To continue to merely provide "shelter" for large welfare families would be detrimental to the surrounding community, as observed in the "Washington's Far Southeast 70 Plan." The proposal by Mr. John J. Simons for construction of moderate income town houses on the project site when combined with the Highpoint Banarby property rep-

resents desirable development for this area, and the continued existence of the Skytower Apartments project jeopardizes the feasibility of a separate Highpoint Barnaby development. Nothing in this proposal for moderate income development on the Skytower site contradicts the formal plans of the District of Columbia for the long term development of the area. Indeed, demolition of Skytowers would further those plans.

8. HUD cannot ignore the problem of legal authority and availability of funds. The disposition powers provided by Section 207(1) of the National Housing Act must be exercised for the protection of the interests of the insurance funds. Moreover, HUD has no subsidy program which as presently administered would permit a commitment of operating subsidy funds for this project.

9. My recommendation for disposition of the Skytowers project is to demolish the remaining buildings located on the site. No tenant will be forced to move from the project until my office can find decent housing at prices they can afford. The relocation benefits described in my previous affidavit will also be provided. In this way, I believe we best serve the interests of the community, and the obligations of the National Housing Act, while minimizing the inconvenience to tenants.

/s/ Harry W. Staller
HARRY W. STALLER

Subscribed and sworn to before me this 14th day of May 1975.

/s/ Vivian D. McCrimmon
Notary Public

My Commission Expires Jan. 31, 1976

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

Civil Action No. 74-1872

SADIE E. COLE, ET AL., PLAINTIFFS

v.

JAMES T. LYNN, ET AL., DEFENDANTS

AFFIDAVIT OF LINDA MILLER

I, Linda Miller, being duly sworn, do depose and say:

1. I am a law student employed by Florence Wagman Roisman, counsel for plaintiffs in this case.
2. Subsequent to the status hearing of March 3, 1975 Ms. Roisman asked me to work with the HUD representative, William Belcher, to facilitate compliance with this Court's order of preliminary injunction.
3. Since that time, Mr. Belcher and I have had telephone conversations at least once a week; I have sent Mr. Belcher information as we receive it, on former tenants and have requested his assistance with a number of daily problems that arise at Sky Tower.
4. HUD has a list of the names of 18 former tenants, most of which I supplied to Mr. Belcher, who are anxious to return to Sky Tower.
5. HUD does not have addresses for approximately 22 families who lived at Sky Tower on September 17, 1974, because Mr. Belcher told me that either they left with no forwarding address or they were tenants of NCHA, and HUD had no obligation to locate them.
6. There were 14 families who had leased units at Sky Tower from NCHA. I have been able to contact four of those tenants, all of whom wish to return to Sky Tower. HUD now has that information.
7. The remaining 10 NCHA families have not been contacted, and I have not been able to get addresses for those families.

8. Mr. Belcher told me that all HUD can do is request NCHA to agree to release those 20 units originally set aside. He stated that it was NCHA's responsibility to locate and ascertain whether these families wish to return.

9. Of the 55 families who left Sky Tower subsequent to September 17, 1974, there are approximately 21 families who desire to return. (I have, in the past several weeks, supplied Mr. Belcher with several more names.)

10. Of the remaining 34 families, approximately 22 have not been contacted to determine their desire to return, which means that only 22 families do not wish or are not able to come back to Sky Tower.

11. I have received more than a dozen telephone calls from people who have heard of the Court's order preserving the Sky Tower apartments and want to move there. Although they never lived at Sky Tower, the poor conditions and high rent at their present apartments have forced them to seek alternative housing. They have asked me to put their names on "the waiting list." I have explained the Court's order and have given Mr. Belcher that information.

12. Many of the families who are not willing to return have expressed regret to me at their decision. The people to whom I have spoken have stated that the main reason is their uncertainty about the future of Sky Tower and their fear at having to be dislocated once again.

/s/ Linda Miller
LINDA MILLER

SUBSCRIBED AND SWORN TO before me this 16th day of May 1975.

/s/ [Illegible]
Notary Public

My Commission Expires Aug. 14, 1979

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

Civil Action No. 74-1872

SADIE E. COLE, ET AL., PLAINTIFFS

v.

CARLA A. HILLS, ET AL., DEFENDANTS

MEMORANDUM AND ORDER

This class action was brought on behalf of the former tenants of a low-income, multi-family housing project which the Secretary of the Department of Housing and Urban Development decided to tear down. The facts are summarized in this Court's Findings of Fact and Conclusions of Law filed February 7, 1975 granting a preliminary injunction halting further demolition and permitting the tenants to return. *Cole v. Lynn*, 389 F. Supp. 99 (D.D.C. 1975). The Government now moves to dismiss, or in the alternative for summary judgment, on the grounds that the Secretary's decision to demolish the project was a proper exercise of discretion. The defendants also seek to be relieved from certain portions of the Court's preliminary injunction.

Defendants now attempt to justify as a proper exercise of discretion the Secretary's decision to demolish the project by arguing that the Secretary may not seek to preserve "housing for housing's sake" but must also give weight to his statutory duty to "eliminate blight." (Defendant's Memorandum in Support of Motion to Dismiss, 8-10). They argue that the project had become "blighted, vandalized, unattractive and unsafe" and that the area needed to be "revitalized" by the construction of single-family dwellings in accordance with the District of Columbia Government's master plan.*

* Of course, plaintiffs take issue on the factual level with these assertions, claiming the project's decline is attributable to HUD's mismanagement after taking it over.

This argument, which makes explicit attitudes which were implicit in the contemporaneous decision documents, demonstrates that the Secretary has confused his role in slum clearance with his role in housing. Where Congress provided for slum clearance or urban renewal programs, that is the destruction of housing which is "serving an undisputed housing need," *Cole v. Lynn, supra*, at 102, in the service of civic betterment, it required that at least as many low- and moderate-income housing units be created by the plan as are destroyed, unless the Secretary certifies that there is already a surplus of such housing in the area. 42 U.S.C. § 1455(h). Because there is an acute housing shortage in the Washington area, the Secretary's decision to destroy this project, for what are now admitted to have been in part aesthetic reasons, has resulted in many of the tenants being forced into even more intolerable conditions.* To the extent the Secretary believed he could destroy this project on the grounds it had become a vertical slum without first determining that there was available in the area affordable replacement housing in comparable or better condition, not only for the individual tenants but for their economic class as a whole, he acted in derogation of the statutory scheme.

This error was frankly acknowledged in oral argument when defendants' counsel maintained that although the project may appear to be serving a housing need in the city as a whole, when it is "dissected microscopically from the larger body" it can be seen to be "a blight." This kind of tunnel vision, which evaluates a project against the ideal of "safe, sanitary, decent" housing rather

* For example, the affidavit of one tenant who paid \$84.00 per month for a two-bedroom apartment at Sky Tower indicates she has been paying \$189.50 a month, out of a total income of \$234.00 in welfare she receives monthly for herself and her two children, for a two-bedroom apartment elsewhere. Other affidavits reveal comparable situations.

Even the former Sky Tower tenants who have been lucky in that they were able to secure subsidized housing with the National Capital Housing Authority did so only by excluding others on the 7,500-family waiting list.

than in relation to the practical alternatives available, is capricious and arbitrary.

The second ground advanced to defend the Secretary's decision is that he made a sound "business decision" in light of the prior history of the project. The Court has already held, *Cole v. Lynn, supra*, that the Secretary's decision was infected with several errors of statutory construction and, after re-examination, the Court adheres to its earlier holdings. Furthermore, there are disputed factual issues as to what factors actually influenced the Secretary's decision and in what degree.*

According to the most recent estimates by HUD, upgrading the eight previously rehabilitated buildings containing 63 units to the standards of the housing code, and tearing down the two still standing which have not been rehabilitated, would cost only \$139,000. (Staller Affidavit, May 14, 1975). Such expenditures are specifically permitted under § 207(1) of the National Housing Act, 12 U.S.C. § 1713(1). Congress contemplated that the Special Risk Insurance Fund would operate at a loss to be covered by appropriations. H.R. Rep. No. 1585, 90th Cong., 2d Sess. 13-14 (1968). Unless there is a rational basis to believe more comparable units of housing can be provided by using the \$139,000 to insure additional mortgages for new construction than by rehabilitating 63 existing units, the Secretary's "business decision" is unsound. The record indicates no such comparative analysis by HUD.

In enacting 42 U.S.C. § 1441a(b) and (c) in August, 1974, Congress specifically found that HUD had "not directed sufficient attention and resources to the preservation of existing housing" and mandated a "greater effort" in that direction. There has been no showing that HUD's Property Disposition Handbook for Multifamily Prop-

* For example, it appeared to the Court from the documents submitted earlier that the alternative, proposed by the staff, of retaining only the rehabilitated buildings was rejected because it was thought they shared heating systems with buildings which were to be torn down. The Government now admits this is not true, but claims the mistake "played no significant role in the decision to demolish." Such factual issues must await resolution at trial.

erties, HM 4315.1 (Feb. 17, 1971), the operative source for staff decisions in this area, was changed in any way to reflect this explicit direction by Congress to concentrate more effort on saving existing housing. Moreover, HUD's analysts stopped with the conclusion that the project could not be operated profitably at fair market rents without an operating subsidy. Section 8(c)(1) of Pub. L. 93-383, enacted August 22, 1974, a month before the final decision to demolish this project was made, specifically changed the law to provide that the Secretary might pay rent subsidies to individual tenants up to 20 percent in excess of fair market rentals. The conclusion that the project could not be operated was not, so far as this record shows, re-examined in the light of these new resources, nor has HUD seen fit to do so during the course of this litigation.

The motion to dismiss will be denied, every indication in the record to date being that the Secretary's discretion has not been exercised in a rational manner.

In addition, the defendants ask to be relieved from paragraphs 5 and 6 of the Court's Order of Preliminary Injunction filed February 7, 1975. These require the Secretary to "restore with reasonable diligence each of the units and common areas in the eight rehabilitated buildings to a condition at least as decent, safe and sanitary as that existing as of September 17, 1974," the date of the decision to demolish, and to permit any tenant family which desired to do so to return to Sky Tower under the terms of its previous tenancy.

Experience has confirmed the Court's view that the ultimate destruction of the project through vandalism is certain, in spite of guards, unless the project is inhabited.

The basis of the defendants' claim that it will cost \$535,000 to restore the buildings, now inexplicably reduced to \$139,000, has never been submitted to the Court. Moreover, HUD uses complete compliance with the housing code as its benchmark in generating cost estimates. This is substantially more than required by the Court's Order. No major rehabilitation is contemplated *pendente lite*, but only that HUD return the buildings to the minimally habitable conditions existing as of the time it evict-

ed the tenants. On March 7, 1975, at defendants' instance, the Court specifically clarified its Order in open court to make clear that no repairs need be undertaken of units except those needed to house returning tenants. There are 15 families already back in Sky Tower, 18 others have indicated their desire to move back, and 22 additional families have not as yet been located.

No less is required if the project is to continue to exist during this litigation.

Defendants' motion to be relieved from certain requirements of the Preliminary Injunction accordingly will be denied. Indeed, the Order must be strengthened since it has come to the attention of the Court that HUD has chosen not to attempt good-faith compliance with the Court's Order. No informed or even casual observer can fail to recognize that inadequate housing for low-income families is at the root of the social unrest, the violence and the general squalor that typifies large sections of many metropolitan areas, including the District of Columbia. Congress has long recognized that the public interest requires this situation be remedied. It has passed statutes and appropriated large sums to this end. The instant case illustrates the wide gap that persists between this legislative commitment to action and the performance by HUD to which Congress has delegated responsibility.

In this concrete instance HUD has ignored its responsibilities in spite of the urgent need for low-income housing in the Nation's Capital and an effective Order of this Court.

No low-income family will be housed by creating another vacant lot. Persisting in its determination to tear down useful housing constructed at Government expense, HUD continues to refuse to spend money to make the structures again minimally habitable. Tenants now in the structures and others who seek accommodation have brought forward substantial grounds to conclude that HUD has ignored its statutory responsibilities. It is no answer for HUD to say that demolition is more convenient, less expensive and justified by an alleged right to exercise unreviewable discretion. Nor can it fob off re-

sponsibility by pointing to the distressing lack of effective support which has so far been indicated by local authorities. HUD has a mandate to act with more sensitivity and courage and it is the responsibility of the Court to see that this mandate is carried out as Congress directed.

HUD's lethargic and minimal response to the Court's Order must cease. It must proceed to rehabilitate. The preliminary injunction previously entered and largely disregarded must be particularized in the light of experience to assure compliance.

Accordingly, within seven days from the date of this Order, HUD shall submit a detailed plan for achieving full compliance within 30 days with this Court's Order. This plan shall indicate by individual apartments what steps are required and a schedule for achieving compliance. Any failure to act in good faith in accordance with this directive will require immediate sanctions.

The motion to dismiss and the motion for a partial stay of the preliminary injunction are denied. Defendants shall submit a plan for compliance within seven days.

SO ORDERED.

/s/ Gerhard A. Gesell
United States District Judge

May 21, 1975.

THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

Civil Action No. 74-1872

SADIE E. COLE, ET AL., PLAINTIFFS

v.

CARLA A. HILLS, ET AL., DEFENDANTS

ORDER TO SHOW CAUSE

It appearing from the affidavits and submissions filed with the Court that its Orders of February 7, 1975, and May 21, 1975, have been disobeyed by certain officers, agents, servants and employees of defendant Department of Housing and Urban Development having actual notice of said Orders, to wit: H. R. Crawford, Assistant Secretary for Housing Management; William K. Cameron, Director, Office of Property Disposition; Harry W. Staller, Area Director; William C. Belcher, Office of Property Disposition;

And it further appearing that on January 31, 1975, plaintiffs filed a Motion to Hold Certain Parties in Civil Contempt, which motion was heard by the Court and denied by reason of assurances of compliance then given; that on February 28, plaintiffs filed a Response to Defendants' First Weekly Report and Motion for Further Relief, which was withdrawn following further assurances given at a hearing on March 3; that on March 7, the Government orally sought and obtained certain clarifications of the February 7 Order; that on April 1, the Government moved for partial relief from the February 7 Order, which motion was subsequently denied; that during a hearing on May 15, the Court pointedly called to Government counsel's attention the continuing defiance of the Court's Order apparent from defendants' weekly reports; that on May 16, plaintiffs filed a Motion for Supplementary Order raising again the issue of non-compliance, which motion has not been answered nor acted on by the Court; that in its Order of May 21, the Court

ordered defendants to devise a plan within seven days for achieving compliance with the Court's Order within 30 additional days and further stated "Any failure to act in good faith in accordance with this directive will require immediate sanctions";

And it further appearing from plaintiffs' submissions, affidavits filed and defendants' weekly reports that the Court's Orders of February 7 and May 21 have been and are being ignored in the following respects:

1. That defendants' agents have failed to act with due diligence to carry out the Order of February 7, in that at least 18 families have indicated a desire to return to Sky Tower and have not been allowed to do so, and that many apartments need, and have for four months needed, only minor repairs, painting and the reinstallation of appliances before they can be reoccupied, which repairs and painting have not been accomplished, although ¶ 5 of the February 7 Order required work to "begin immediately and proceed expeditiously" to restore all necessary units, and ¶ 6 required that former tenants be permitted to return "as promptly as the repair work and the schedules of the returning families may permit";

2. That more than 20 families have not yet been contacted due to the failure of defendants' agents to act with due diligence, including their failure to use their good offices with the National Capital Housing Authority to obtain addresses, although ¶ 6 of the Order of February 7 required defendants and their agents to "attempt immediately to locate all former tenants who left Sky Tower subsequent to September 17, 1974";

3. That up to this date defendants' agents have failed to prepare for submission to this Court a plan responsive to the May 21 Order, filing instead a series of specifications apparently previously drawn up for the purpose of estimating the costs of total rehabilitation, including many cosmetic repairs beyond the scope of the Court's Order;

4. That compliance with the Court's Order has not been achieved, no plan or schedule has been drawn up and put into operation for achieving compliance within

a reasonable time, and defendants' agents to this day continue to refuse to undertake meaningful steps to obey the Order, although ample time has passed since it was entered;

Now, therefore, acting pursuant to the aforementioned motions and the inherent power and duty of the Court to see to it that its lawful orders are enforced, it is hereby

ORDERED that H. R. Crawford, William K. Cameron, Harry W. Staller, and William C. Belcher shall appear in person in Courtroom No. 6 of the United States Court House, District of Columbia, at 3:00 p.m. on June 25, 1975, or at such later time as the Court may direct, to respond and show cause, if any there be, why they and each of them personally ought not be held in civil contempt of this Court pursuant to 18 U.S.C. § 401(3) for disobedience of the Orders of this Court.

Now, therefore, it is further

ORDERED that the United States Marshall shall promptly cause copies of this Order to Show Cause to be served on Robert M. Werdig, Jr., Esquire, Assistant United States Attorney, Room 3425, United States Court House, attorney for defendants, and also upon the aforementioned H. R. Crawford, William C. Cameron, Harry W. Staller and William C. Belcher individually.

/s/ Gerhard A. Gesell
United States District Judge

June 9, 1975

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

Civil Action No. 74-1872

SADIE E. COLE, ET AL., PLAINTIFFS

v.

CARLA A. HILLS, ET AL., DEFENDANTS

AFFIDAVIT OF EDWARD J. STEPTOE, JR.

District of Columbia, ss:

I, Edward J. Steptoe, Jr., being duly sworn, do depose and say:

1. I am a third-year law student at Antioch School of Law, and I am employed as a summer law clerk by Ann K. Macrory, Esquire, of the Washington Lawyers Committee for Civil Rights Under Law. I have been working under the supervision of Florence Wagman Roisman and Lynn Cunningham, Esquires, for the purpose of contacting former Sky Tower tenants in connection with the present litigation.

2. By phone call or personal visit, I was able to contact the following tenants of Sky Tower who definitely plan to move back to the premises as soon as they are permitted to do so, and to obtain from them the following information:

| Name and Present Address | Former Address | Sky T. Unit Size | Sky Tower Rent | Present Rent | Condition of Sky Tower Unit ¹ |
|--|----------------------------|------------------|----------------|--------------|--|
| Dennia Cannon 4226 4th St., SE #101 | 1034 Wahler Pl. SE #203 | 2-BR | \$ 73 | \$151 | To Be Rehabbed |
| Lucinda Cannon 3052 Thayer St., NE | 1040 Wahler Pl. SE #204 | 6-BR | \$140 | \$225 | " " " |
| Mary Cole 740 Atlantic St., SE | 1034 Wahler Pl. SE #102 | 4-BR | \$175 | \$ 48 | " " " |
| Sadie Cole 740 Atlantic St., SE | 1034 Wahler Pl. SE #101 | 2-BR | \$ 84 | \$ 48 | " " " |

¹ Needs only a three-bedroom unit, due to reduction in family size.

² This information was obtained from the "Specifications for Rehabilitation," filed by the defendants on May 28, 1975.

| Name and Present Address | Former Address | Sky T. Unit Size | Sky Tower Rent | Present Rent | Condition of Sky Tower Unit ¹ |
|--|-------------------------|------------------|----------------|--------------|--|
| James Cunningham 1314 Southview Dr. Oxon Hill, Maryland | 1040 Wahler Pl, SE #101 | 2-BR ** | \$ 75 | NA | To Be Rehabbed |
| Tyrone Dandridge 1300 Southview Dr. #201 Oxon Hill, Maryland | 1064 Wahler Pl, SE #204 | 2-BR ** | \$105 | NA | " " " |
| Delva Ferguson 7430 Landover Rd., Apt. F Landover, Maryland | 1022 Wahler Pl, SE #201 | 3-BR | \$ 84 | NA | " " " |
| Collis Green 2657 Stanton Rd., SE #210 | 1070 Wahler Pl, SE #103 | NA **** | NA | NA | Demolished |
| Rosa Mae Harkless 1122 Kennebec St. #T-2 Oxon Hill, Maryland | 1058 Wahler Pl, SE #302 | 4-BR | \$105 | NA | Occupied |
| Thomas & Delores Jordan 3849 9th St., SE | 1022 Wahler Pl, SE #2-2 | 4-BR | \$175 | \$120 | To Be Rehabbed |
| Barbara Powell 1717 Montana Ave., NE | 1028 Wahler Pl, SE #201 | 6-BR | \$200 | \$ 41 | Occupied |
| Grozelia Stepney 3420 22nd St., SE #102 | 1070 Wahler Pl, SE #302 | 2-BR | \$105 | NA | Demolished |
| Gertrude Stewart 227 51st St., NE #21 | 1040 Wahler Pl, SE #102 | 4-BR | \$175 | \$ 40 | To Be Rehabbed |
| Juanita Randolph 1319 Congress St., SE #101 | 1028 Wahler Pl, SE #101 | 3-BR ***** | \$ 98 | \$185 | To Be Rehabbed |

3. I was unable to contact the following former tenants who had previously indicated their desire to move back to Sky Tower (see Sixth Weekly Report, filed March 28, 1975).

| | | | | | |
|---|--------------------------|------|-------|-------|----------------|
| Raymond & Margaret Bell 1374 Savannah St., SE #102 | 1022 Wahler Pl, SE #101 | 3-BR | \$ 94 | NA | To Be Rehabbed |
| James Herbert 1395 Congress St., SE #101 | 1064 Wahler Pl, SE #202 | 4-BR | \$166 | NA | " " " |
| Gloria Halsey 2308 Green St., SE # 103 | 1028 Wahler Pl, SE #102 | 2-BR | \$ 84 | \$155 | " " " |
| Joanne Royster NA | 1028 Wahler Pl, SE #102 | 4-BR | \$175 | NA | To Be Rehabbed |
| Margaret Taylor 1324 Savannah St., SE #202 | 1051 Wahler Pl, SE # 201 | 3-BR | \$ 94 | \$185 | Occupied |
| Lois Thomas 1389 Congress St., SE #202 | 1075 Wahler Pl, SE #101 | 3-BR | \$117 | \$185 | To Be Rehabbed |

4. One additional tenant, Jean Procter, currently living at 2518 Sheridan Road, S.E., said she wants to move

¹ This information was obtained from the "Specifications for Rehabilitation," filed by defendants on May 28, 1975.

** Needs a three-bedroom unit due to increase in family size.

**** Needs a four-bedroom unit.

***** Needs a four-bedroom unit due to increase in family size.

back to Sky Tower, but that she is not certain whether she is still eligible to receive rent supplement due to an increase in her income. Ms. Procter lived at 1028 Wahler Place, S.E. #201. The rent on her six-bedroom apartment was \$200. The unit, however, is now already occupied. She is waiting to find out from the defendants if she can continue to receive rent supplements if she returns to Sky Tower.

5. Other former tenants have indicated, either to me or to other persons in Ms. Roisman's law office, that they are seriously thinking about moving back to Sky Tower. They are concerned, however, about a number of problems at Sky Tower and seem to be waiting to see what progress is made in putting the buildings and grounds back in habitable condition before they finally decide. Most of them said they would rather pay the higher rent at the places in which they are now living than move to face the problems of poor security and the accumulated rubble from the demolition which still is on the grounds and which is unsafe for their children. In addition, many former tenants expressed doubt as to whether they would be able to remain in Sky Tower for any length of time, fearing that the buildings would be torn down again once the law suit ended.

6. The former tenants who have expressed an interest in returning to Sky Tower, but who have not yet made up their minds, include:

Elizabeth Harmon
1389 Congress Street, S.E. #101

Mary Allen (and daughter Gwendolyn) Huggins
853 Yuma Street, S.E.

Willias Rice
1389 Congress Street, S.E. #302

Andrew Young
1374 Savannah Street, S.E. #102

7. Virtually all of the former tenants contacted who intend to return to Sky Tower expressed a desire to be

placed in units on the second or third floors of the buildings that are rehabilitated. Those who had previously lived in units on the first floor said that those apartments had developed many more problems (plumbing, falling ceilings, etc.) than units above them. Others said they wanted to be above the first floor because of the poor security in the buildings and the fact that much of the rubble from the demolition work had accumulated in the first floor halls and posed a danger to their children.

/s/ Edward J. Steptoe, Jr.
EDWARD J. STEPTOE, JR.

SUBSCRIBED AND SWORN TO before me this 23rd day of June 1975.

/s/ [Illegible]
Notary Public

My Commission Expires Aug. 14, 1979

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

Civil Action No. 74-1872

SADIE E. COLE, ET AL., PLAINTIFFS

v.

CARLA A. HILLS, Secretary of Housing and
Urban Development, ET AL., DEFENDANTS

AFFIDAVIT OF HARRY W. STALLER

HARRY W. STALLER, first being duly sworn, deposes and says:

1. This affidavit is submitted for purposes of explaining the circumstances under which HUD acquired title to the Sky Tower project and other facts relevant to the relocation of Sky Tower tenants. Although I did not become Acting Director of the HUD D.C. Area Office until July 1973 the statements contained herein are based upon reports from members of my staff and documents contained in the project files, as well as my personal knowledge.

2. The sponsor of the Sky Tower project, Anacostia No. One, Inc., experienced difficulty with the original general contractor and through the mortgagee for the project Walker and Dunlop, Inc., requested in March 1972 that HUD approve a substitution of contractors and an increase in the maximum amount of the mortgage from approximately \$2.9 million to \$3.2 million. An interim increase in the insured mortgage is an unusual action which increases HUD's liability. In fact, it is my understanding that an interim increase had never been granted in this office prior to that time. However, because of HUD's desire to have the project completed, the requests were approved by June 1972.

3. The second contractor abandoned work on the project in November 1972. HUD allowed the sponsor to attempt to finish the project by itself. However, in January 1973, the second contractor filed a law suit against the

sponsor and mortgagee and, in addition, placed a lien on the property on February 22, 1973, in violation of the terms of the construction contract.

4. Since the owner was unable to bond off the mechanics lien, no further mortgage proceeds could be drawn to fund interest and construction costs. On March 1973, Walker and Dunlop, Inc., the mortgagee for the project, notified the Area Office of the default citing as a basis the fact that the contractor had quit the project, a lien had been placed on the project, and, interest due February 1 had not been paid. A copy of the notice of default is attached hereto, as Exhibit I and incorporated herein.

5. Under HUD Regulations, when a project is in default, the mortgagee has the option of either foreclosing the mortgage or assigning it to HUD. By letter dated April 4, 1973, Walker and Dunlop informed the Area Office that it had elected under the terms of the contract for mortgage insurance to foreclose on the property. A copy of this letter is attached hereto as Exhibit II and is incorporated herein.

6. In the following weeks the sponsor of the project requested another increase in the maximum amount of the insured mortgage. Because of the past history of the project and since this increase would require rents in excess of what tenants in the neighborhood could afford or would be willing to pay, HUD had no alternative but to reject this request.

7. By letter dated May 7, 1973, Walker and Dunlop notified the HUD Central Office of its intention to foreclose on the mortgage at the earliest possible date. A copy of this letter is attached hereto as Exhibit III and is incorporated herein.

8. HUD accepted title to and possession of the property on June 15, 1975, and subsequently paid Walker and Dunlop mortgage insurance benefits approximately in the amount of proceeds disbursed under the mortgage during construction.

9. HUD's managing agent sought to enter into new lease agreements with tenants residing at Sky Tower at the time of acquisition who formerly were subject to

leases with the sponsor. None of these leases were for a period greater than one month. The rent charged was to be equal to that which tenants paid to the sponsor under their previous leases. The lease held by the National Capital Housing Authority was extended on a month to month basis.

10. By October 1, 1974, there were 30 tenants who were delinquent in the payment of rent: 14 tenants owed more than \$500.00 in back rents with 3 owing more than \$2,000.00.

/s/ Harry W. Staller
HARRY W. STALLER

Subscribed and sworn to before me this 18th day of July, 1975.

/s/ Vivian D. McCrimmon
VIVIAN D. MCCRIMMON
Notary Public
My Commission Expires
Jan. 31, 1976

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

Civil Action No. 74-1872

SADIE E. COLE, ET AL., PLAINTIFFS

v.

CARLA A. HILLS, ET AL., DEFENDANTS

ORDER

Upon consideration of the complaint, the motions of the parties for partial summary judgment respecting plaintiffs' claim for relief based upon the Uniform Relocation Assistance and Real Property Acquisition and Policies Act of 1970, 42 U.S.C. 4601 *et seq.* (hereinafter referred to as "the Act"), the memoranda of points and authorities, exhibits and argument of counsel in support thereof and in opposition thereto and the Court being advised in the premises, it is by the Court this 12th day of September, 1975, pursuant to 28 U.S.C. 2201,

DECLARED AND ADJUDGED that by having come into possession of the Sky Tower Apartment project as the result of a mortgage default, HUD was "the acquiring agency" within the meaning of the Act; and it is further

DECLARED AND ADJUDGED the notices of September 27, 1974 advising Sky Tower tenants to vacate were the "written order of the acquiring agency to vacate real property" within the meaning of the Act; and it is further

DECLARED AND ADJUDGED the notices aforesaid were "for a program or project undertaken by a federal agency" within the meaning of the Act, to wit, the demolition of Sky Tower; and it is further

DECLARED AND ADJUDGED that all persons who were tenants at Sky Tower as of September 27, 1974 and

vacated their apartments on or after that date and prior to August 1, 1975 are "displaced persons" to whom the Act's benefits are available; and it is finally

DECLARED AND ADJUDGED said tenants who vacated their apartments as a result of the notice of September 27, 1974 are entitled to a prorated portion of the benefits provided under Section 204 of the Act for the period commencing upon the date of their move from Sky Tower and terminating August 1, 1975 (or the date on which any such person returned to Sky Tower, if earlier than August 1, 1975), by which dates the availability of apartments at Sky Tower for tenants shall be deemed to constitute provision of comparable relocation housing as required by sections 205(c)(3) and 204(1) of the Act, so as to waive the provision of any other benefits under the Act to said tenants; and it is

ORDERED that, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, this Court hereby directs entry of a final judgment as to this one of several claims of the plaintiffs, there being no just reason for delay.

The reasons for the certification under Rule 54(b) (see *Allis-Chalmers Corp. v. Philadelphia Electric Co.*, 3rd Cir., July 10, 1975), are as follows:

1. The adjudicated and unadjudicated claims are separate and distinct.
2. There is no possibility that the need for review will be mooted by future developments in the district court.
3. There is no possibility that the reviewing court will have to consider the issue a second time.
4. No claim or counterclaim has been presented which could result in set-off against the judgment sought to be made final.
5. The issue defendants have raised is of general public importance warranting prompt appellate disposition, and is certainly not frivolous; to some extent this is a case of first impression; and the needs of plaintiff class warrant reaching a final disposition of this issue without awaiting determination of the other issues in the litigation.

The Court accepts defendants' understanding that, because this order provides for declaratory rather than injunctive relief, defendants are not required to make payments hereunder pending final decision on appeal.

/s/ Gerhard A. Gesell
GERHARD A. GESELL
United States District Judge

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

Civil Action No. 74-1872

SADIE E. COLE, ET AL., PLAINTIFFS

v.

CARLA A. HILLS, ET AL., DEFENDANTS

REMAND ORDER

The Secretary of Housing and Urban Development ("Secretary") having concluded to reconsider the disposition determination involved in this litigation, calling for the demolition of the Skytower project, and in that connection to address the matters dealt with in the Court's Findings of Fact, Conclusions of Law and Preliminary Injunction Order entered February 7, 1975, the Court's further Order entered May 21, 1975, the changed circumstances resulting therefrom, and other pertinent factors;

The Secretary having further concluded that all interested persons should be afforded reasonable notice and opportunity to submit views in writing as to the disposition redetermination which the Secretary is now undertaking to make relative to this project; and

The Secretary having delegated authority with regard to disposition of housing owned by the Department to the Assistant Secretary for Housing Management,

It is by the Court this 15 day of September, 1975 ORDERED:

1. This cause is remanded to the Secretary for HUD reconsideration of the disposition determination with regard to the Skytower project involved in this litigation, and the making of a new determination whether or not to demolish in this instance.

2. The Secretary's decision on reconsideration shall consider and report on all factors considered pertinent, including specifically each of the following:*

- a. A list and evaluation of reasonable alternatives for the disposition of Skytower.
- b. The relationship of each alternative, including demolition, to the achievement of statutory housing objectives and national housing policies.
- c. The availability in D.C. of relocation housing for the tenants of Skytower, and for low income persons, especially those with large families.
- d. Whether the funds that would be required to operate Skytower on a continuing basis after rehabilitation as decent housing in a suitable living environment, would provide greater benefits by way of such housing for low income families, by being otherwise employed. In this connection, what the prospects are that Skytower, if rehabilitated and so operated, would survive as decent, safe and sanitary housing at reasonable cost.
- e. Fiscal considerations, including the availability of subsidy funds under Section 8 of the Housing Act of 1937, as amended, and other HUD programs. Is revenue-sharing relevant, and, if so, how?
- f. The effect of each alternative upon the tenants, nearby residents and the surrounding neighborhood, including the consequences for the further development and improvement of that neighborhood in accordance with land use planning for Anacostia by the District of Columbia.
- g. The prospective effect of each alternative on the concentration of minority group families in the neighborhood, the District of Columbia, and the

* If the Secretary determines to demolish, the Secretary shall indicate the source of such authority and under what conditions it should, in the Secretary's judgment, be exercised.

metropolitan area, and on income mix among tenant families.

- h. Environmental considerations from the standpoint of NEPA and departmental directives implementing that statute, not encompassed by the foregoing factors.
3. The District of Columbia (granted status as *amicus curiae* in the litigation upon its motion) is requested, in accordance with its assurance to the Court, to provide HUD and plaintiffs in connection with the HUD remand proceedings such additional information or data as they may request, relevant to the matter of proper HUD disposition of the Skytower project (provided that this can be done without undue District burden or expense). The Court will confer with the parties and *amicus curiae* as needed if the District interposes objection to supplying HUD or the plaintiffs such requested additional information or data.
4. Copies of the proposed HUD determination, together with such supporting data as HUD includes therewith, shall be made available for examination by interested persons, including the District of Columbia. Counsel for the plaintiffs in this proceeding and counsel for the District of Columbia, shall be furnished promptly with copies of the proposed HUD determination by mail, and shall be notified that the supporting data may be examined either at the project office or at the Area Office of HUD for the District of Columbia during ordinary business hours. Interested persons, including plaintiffs and counsel for the plaintiffs, and the District of Columbia shall be invited to furnish HUD with written comments upon the proposed HUD determination, including additional alternatives, if any, and the reasons offered in that document for rejection of other alternatives. Notice of this invitation shall be published in *The Washington Post*, the *Star-News* and the *Afro-American*. Such comment shall be made within thirty days from the date of newspaper publication.

5. In their comments, plaintiffs' counsel shall and the District is requested to, discuss the factors listed in para-

graph 2. If any of the factors is not considered relevant or feasible, plaintiffs' counsel shall, and the District is requested to, give their reasons for reaching that conclusion. The District is also requested to discuss what funds and other revenues, if any, the District will make available for Skytower, including any "block grant" funds the District derives under Title I of the Housing and Community Development Act of 1974, to assist in making such disposition of Skytower as the District may recommend.

6. Failure to timely raise administratively any issue or legal or factual contention then available shall foreclose raising on court review any such issue or legal or factual contention.

7. Consent to this order does not constitute agreement by the Secretary with the Court's rulings to date, nor to the relevancy of all of the factors stated herein. However, the Secretary agrees that HUD shall consider those factors, and the HUD findings shall discuss them; but this is without prejudice to the legal position the Secretary may choose to assert with regard to the legal predicates of the Court's rulings or to the factors. Consent to this order also does not constitute a commitment by the Secretary to follow the procedures set forth herein relative to other property dispositions.

8. HUD shall file with the Court on or before February 20, 1976, copies of its redetermination, accompanied by the "administrative record," and an appropriate motion for final disposition of the litigation.

9. The preliminary injunction, as clarified, shall remain in effect pending conclusion of the proceedings specified herein, and subject to further order of this Court.

/s/ Gerhard A. Gesell
United States District Judge

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

Civil No. 74-1872

SADIE E. COLE, ET AL., PLAINTIFFS

v.

CARLA A. HILLS, ET AL., DEFENDANTS

NOTICE OF APPEAL

Notice is hereby given this 11th day of November, 1975, that defendants hereby appeals to the United States Court of Appeals for the District of Columbia from the judgment of this Court entered on the 12th day of September, 1975 in favor of plaintiffs against said defendants.

ROBERT M. WERDIG, JR.
Attorney for Defendants
Room 3425 U. S. Courthouse
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426-7263

cc:

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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

Civil No. 74-1872

SADIE E. COLE, ET AL., PLAINTIFFS

v.

CARLA A. HILLS, ET AL., DEFENDANTS

NOTICE OF APPEAL

Notice is hereby given this 20th day of November, 1975, that Plaintiffs hereby cross-appeal to the United States Court of Appeals for the District of Columbia from the judgment of this Court entered on the 12th day of September, 1975 in favor of Plaintiffs against said Defendants.

/s/ Florence Wagman Roisman
FLORENCE WAGMAN ROISMAN
Attorney for Plaintiffs
2000 P Street, N.W.
Suite 410
Washington, D.C. 20036
202/452-8050

* * * *

[11] THE COURT: And then what happens?

MRS. ROISMAN: Well, Your Honor, I think as to the returning tenants, I don't think there will be any dispute because—

THE COURT: No, I am not talking about the returning tenants. I am talking about the majority of your class that doesn't want to come back—that is the group I am talking about. The great bulk of these people listed in the report don't want to have anything to do with Skytower. They walked away from what they brought suit for, and now they want money, and that is where we are at.

MRS. ROISMAN: Well—

THE COURT: And I want to know how that is going to be handled.

MRS. ROISMAN: Well, to be fair, Your Honor, I do want to say that it is not that they have walked away—

THE COURT: They certainly have. They certainly have, and it has been a great disappointment after the extraordinary effort the Court made on representations as to their need—they all walked away from it.

Now, I don't want to argue that, but they did.

Now, how do we get them the money? How do we get them the money?

MRS. ROISMAN: If the Agency processes their claims the same way that it processes all Relocation Act claims, it will pay to them, in addition to the moving expenses and dislocation allowances, and any of them have had to pay more than 25% of their income in order to secure decent, safe, and * * *

* * * * *

[33] FINDINGS OF THE COURT: THE HONORABLE GERHARD A. GESELL, UNITED STATES JUDGE:

The Court has before it on the able arguments of Counsel and the Briefs, what appears to the Court to be an extremely narrow question of pure Statutory interpretation.

The arguments, as they have been advanced by counsel on both sides appear to the Court in part to be an effort to interpret the entire provisions that are before us, as they relate to other cases, and other situations which may or may not be in issue with respect to the application of the Uniform Relocation Act, and the definition of "displaced persons".

Obviously, the Court should not approach this problem except in the narrowest sense as a Statutory interpretation question relating to the issue presented on this—essentially—application for declaratory judgment.

The Court is of the view that HUD is an acquiring agency. There is no dispute that it acquired the particular real property here involved. Second, it is undisputed

that this Federal agency gave notice to vacate so that the alternative provision of the definition in 101.6 which concerns, not the reasons for acquisition but the subsequent conduct of the acquiring agency, is met both as to the requirement of acquiring agency and the notice to vacate.

If the Statute is interpreted to require that the notice to vacate be for a program or project undertaken by the Federal agency, is it not obvious that the program or project undertaken by HUD was to demolish Skytower and, in that simple manner, I don't see that there is any other problem before the Court.

[34] It would, therefore, seem to me that these relocation benefits are available to those tenants who received notice to vacate on or after September 27, 1974.

The question remains as to whether or not such payments should or should not run beyond the period which I fix roughly as of tomorrow, when, on the basis of the reports before the Court, it is apparent that the facilities for returning tenants are available in substantial compliance with the requirements of the Statute and of the Court's order. It seems to the Court that these benefits should not be paid beyond the date of August 1, 1975, regardless of whether a tenant did or did not return to Skytower.

I reach that conclusion which, in a sense, may involve a gloss on the Statute but surely tenants should not be allowed, when seeking intervention of a Court of equity, and obtaining judgment, albeit, preliminarily, entitling them to return to adequate facilities, to wait out their turn outside for 4 years, to pocket \$4,000 and, at the same time—having sought to be returned to the property and having had an Order returning them to the property—turn that aside as something they didn't really want. So in my view the issue here is purely the issue of the compensation or payments, if any, due to those tenants who vacated pursuant to the notice, to cover only those payments which would need to be obligated for the period from September 27 to August 1, 1975.

* * * *

SUPREME COURT OF THE UNITED STATES

No. 77-1463

PATRICIA ROBERTS HARRIS, SECRETARY OF HOUSING AND
URBAN DEVELOPMENT, ET AL., PETITIONERS

v.

SADIE E. COLE, ET AL.

ORDER ALLOWING CERTIORARI

Filed June 19, 1978

The petition herein for a writ of certiorari to the United States Court of Appeals for the District of Columbia Circuit is granted. The case is consolidated with No. 77-874 and a total of one hour is allotted for oral argument.